

The Solicitors' Journal.

LONDON, JANUARY 15, 1881.

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CURRENT TOPICS.

LORD JUSTICE BRAMWELL is expected to return to England in April next.

THE MASTER OF THE ROLLS, having regard to the length of his list of non-witness causes, will next week take non-witness causes only.

THE COURT OF APPEAL, at the end of the *Dale* case, will proceed with the hearing of the list of interlocutory appeals from all the divisions of the High Court.

THE CAUSE BOOK of the Master of the Rolls is being rapidly added to day by day; and it is anticipated that the next transfer to Mr. Justice FRY will comprise a considerable number of the witness causes set down for the Master of the Rolls.

IT IS UNDERSTOOD that the building in Chancery-lane occupied by some of the Chancery Registrars, the Chancery Paymaster, the Record and Writ Clerks, and the Clerk of Enrolments, before their removal to the Royal Courts of Justice, will, towards the latter end of next month, be handed over to the Honourable Society of Lincoln's Inn, in pursuance of the provisions of 28 & 29 Vict. c. 48.

THE JUDICIAL COMMITTEE BILL, which has been introduced in the House of Lords by the Lord Chancellor,

is not intended to provide for the appointment of a successor to Sir JAMES COLVILLE. The 3 & 4 Will. 4, c. 41, by which the Judicial Committee was first constituted, provided, by section 1, that such committee should consist of the Lord Chancellor, the Lords Chief Justices of the Courts of Queen's Bench and Common Pleas, the Master of the Rolls, the Lord Chief Baron, the judges of the Admiralty and Prerogative Courts, the Vice-Chancellor of England, the Chief Judge of the Court of Bankruptcy, and all ex-Lord Chancellors, with two additional members of the Committee to be appointed by the Crown. The Court of Chancery and Judicial Committee Act, 1851 (14 & 15 Vict. c. 83), which provided for the appointment of two Lords Justices of Appeal, enacted, by section 15, that "every person holding, or who has held, the office of a judge of the Court of Appeal in Chancery shall, if a member of her Majesty's Privy Council, be a member of the Judicial Committee of the Privy Council." The Appellate Jurisdiction Act (39 & 40 Vict. c. 59) provides, by section 6, that the two Lords of Appeal in Ordinary appointed under that Act shall, if Privy Counsellors, be members of the Judicial Committee, but no corresponding provision was made in the case either of the ordinary judge of appeal appointed under the Judicature Act, 1875, or of the three additional judges of appeal transferred from the Common Law Divisions under the Appellate Jurisdiction Act, 1876. The present Act, however, qualifies all the present Lords Justices of Appeal for taking part in the proceedings of the Judicial Committee, by enacting (by section 1) that "every person holding, or who has held in England, the office of a Lord Justice of Appeal shall, if a member of her Majesty's Privy Council in England, be a member of the Judicial Committee of the Privy Council."

THE PROTEST "against the State's encroachments upon rights assured to the Church of England by solemn Acts of Parliament," which has found utterance in the memorial by Dean CHURCH and others to the Archbishop of Canterbury, is not inaptly followed by a deprecation of the attempt to "enter into details upon a subject confessedly surrounded with great difficulties." An Act of Parliament, however, either exists or it does not, and we have endeavoured to discover what are the rights assured by the solemn Acts of Parliament referred to. First, we have the pre-Reformation period, during which by Magna Charta, and afterwards by 25 Ed. I (Confirmatio Chartarum), and 14 Ed. 3, c. 1, it was declared that "the Church of England shall be free, and shall have her whole rights and liberties inviolable," and that "Holy Church have her liberties in quietness, without interruption or disturbance." This is full, affirmative, sweeping, and solemn, though a little vague. Then we have the Reformation Acts of Henry the Eighth, the most important of which is the "Act of Submission of the Clergy to the Kynge's Majestie" (25 Hen. 8, c. 19). By this Act no canons may be made without the Royal assent, or made contrary to the Royal prerogative, or the customs, laws, or statutes of this realm. Then we have the Acts of Uniformity of Elizabeth (1 Eliz. c. 1), and Charles the Second (14 Car. 2, c. 4). The first of these Acts revives a number of prior statutes, of which the Act of Submission is one, and unites all ecclesiastical jurisdiction "to the Imperial Crown of this realm." The second, in providing for the uniformity of worship, recites indeed the assent of Convocation to its provisions, but contains no saving clause for consulting Convocation in future, the only saving clause being one, section 20, of confirmation

of all former laws and *statutes* for uniformity of worship. Since the Reformation, all Acts upon the subject have been restrictive of the independence of the clergy, (although many acts, of which the Clerical Subscription Act 1865 is the most important, have enlarged their liberty), and it seems to follow that there has been an implied repeal of the "solemn Acts of Parliament" which were passed in the pre-Reformation period. How far the Crown might make ecclesiastical law without the consent of the other branches of the Legislature, or how far the Act of Submission falls to the ground by the substitution of the High Court of Delegates, by 2 & 3 Will. 4. c. 22, for the Ecclesiastical Commissioners mentioned in that Act, may be questions "surrounded with great difficulties"; but having looked with some care into the statutory charter put forward in the memorial, we have no hesitation in saying that (even making full allowance for the fact that the Act of Submission registered a submission to the Crown, and not, *eo nomine*, to Parliament) "there is nothing in it." And in the second edition of Blunt's Church Law, revised by Mr. WALTER PHILLIMORE, page 6, we find it said, "It is now a nearly recognized principle of the English Constitution that Parliament is supreme." In fact, it seems pretty clear that if the "solemn Acts of Parliament" are to be revived, the pre-Reformation constitution of the Church of England must be revived with them—but perhaps this may be what the memorialists desire.

MESSES. LOFTS & WARNER, in replying in the *Times* to an unwise letter by the promoter of the Temple Bar Memorial, relating to the leases on the Conduit Mead Estate, mention a course that has been adopted in some cases which seems to afford a hint of some value. It appears that the Conduit Mead Estate was originally leased at ground-rents for building for terms of about sixty years, but renewable in perpetuity upon payment of a fixed fine and fees every fourteen years; and it is stated that the City corporation exercise their power in a very arbitrary manner, and that if a lessee fails to pay the fine before the expiration of the fourteen years, his right to the renewal is absolutely confiscated. "So much importance," continue the writers, "is attached to this, that in some cases our clients have had painted up in the halls of their houses the date of the year upon which the fine becomes payable." It would seem that this painting up is the voluntary act of the occupier; but it may be suggested as worthy of consideration, in cases where the head lease of a leasehold house contains any unusual or stringent covenants which may be broken by the occupier, whether it would not be advisable for the lessee, in granting underleases of the house, to stipulate that a concise statement of these provisions shall be constantly kept painted up on the wall of some frequented part of the premises. For instance, suppose the head lease, containing a proviso for re-entry on breach of covenants, also contains a covenant (such as is to be found on some estates where the ground landlord provides the drainage system for rain water from the roofs, &c., only) that the lessee, his executors, administrators, or assigns, will not permit any sewage or polluted water to flow into the water drains, it is very advisable to keep this prohibition constantly before the attention of occupiers, otherwise the probabilities are that some waste-pipe from a new lavatory will be connected with the drain which carries off the water from the roof; and a cause of forfeiture may arise. So, also, in leases of shops held under head-leases containing restrictions as to the trades which may be carried on, it would be desirable, in the interest of the original lessee or his assignees, that these restrictions should be painted up in some frequented part of the premises. If any covenant compelling this painting up is already in use in underleases, we shall be glad to be favoured with a copy of it.

THE JUDGMENT of the Common Pleas Division, delivered on Tuesday, in the case of *Tanner v. The Swindon and Marlborough Railway Company*, in which an inquiry for damages in a compensation case was set aside on the ground that a champagne luncheon had been given to the jury by the claimant, has introduced some novel distinctions into that branch of law (more developed in the United States than in this country) which relates to "treating" jurors. Thus Mr. Justice GROVES distinguished between an unpremeditated luncheon and a luncheon prepared beforehand, and between a champagne luncheon and a luncheon of every-day occurrence. If the only reason for upsetting the verdict of a "treated" jury is that stated by the court—viz., the fear that a tendency to favour the person providing the luncheon will result—then the distinctions suggested are reasonable. A premeditated luncheon will usually be a better luncheon than an unpremeditated one, and a champagne luncheon will generally be more popular than a non-champagne luncheon. But is it clear that this is the only ground for setting aside the verdict? Would it not be reasonable to hold that, whether the luncheon did or did not influence the minds of the jury in favour of the provider, it had a tendency to render their minds unfit for the proper performance of their duties? This is the doctrine of the United States courts, or some of them; but, on the ground that it would be difficult and dangerous to lay down any rule by which it should be determined whether a juror had drunk too much or not, they seem to have pushed the doctrine to an absurd length, and to hold that even the slightest indulgence in drink will incapacitate a juror. Thus, in *State v. Baldy* (17 Iowa, 39), the verdict of a jury was set aside because one of the jurors, who had been permitted to retire for a few moments, drank a glass of ale at a grocery store. And in *Brant v. Fowler* (7 Cow. 562) the court upset a verdict because one of the jurors had taken one-third of a gill of brandy "to check diarrhoea." Subsequent cases have modified the stringency of this rule, and it appears that now a sick American juror may safely resort to a glass of spirits.

THE COMPLAINTS which have been made by the Surrey magistrates against one of the coroners for that county, and which were partly gone into before the Lord Chancellor on Thursday last, will have drawn attention to the question of the liability of a coroner to be removed from his office. The old writ of *coronatore exonerando* still lies, and has been, on several occasions, put in force. The 25 Geo. 2. c. 29, s. 6, also provided that if a coroner not appointed by annual election or nomination, or whose office is not annexed to any other office, "shall be lawfully convicted of extortion or wilful neglect of his duty, or misdemeanor in his office, it shall be lawful for the court before whom he shall be so convicted to adjudge that he shall be removed from his office." In *Ex parte Parnell* (1 J. & W. 451), Lord ELDON held that this statute has not interfered with the jurisdiction of the Lord Chancellor to remove a coroner from his office for neglect of duty. More recently the Coroners Act, 1860 (23 & 24 Vict. c. 116), s. 6, has put elected and nominated coroners upon the same footing, and has expressly provided that "it shall be lawful for the Lord Chancellor, if he shall think fit, to remove for inability or misbehaviour in his office any such coroner elected or appointed, or hereafter to be elected or appointed." The latest recorded case upon this subject appears to be *In re Ward* (9 W. R. 843), where Lord CAMPBELL issued a writ of *coronatore exonerando*, after finding, on an investigation of the evidence before him, that a coroner had attended an inquest in a state of intoxication, and dismissed the jury without adequate reason and without swearing them. He held that the Act of 1860 gave him no discretion, but obliged him to hear the evidence on both sides. In that case the coroner had been fined for drunkenness, and the peti-

tion for his removal had been presented to the Lord Chancellor by the clerk of the peace for the county, by order of the Court of Quarter Sessions.

COVENANT NOT TO ASSIGN WITHOUT CONSENT.

SINCE *Treloar v. Bigge* (24 W. R. 843, L. R. 9 Ex. 151) lessees' solicitors have very generally inserted in the covenant not to assign without licence the words "such licence not being arbitrarily withheld"; whereupon lessors' solicitors, not to be outdone, often add, "in case a respectable and responsible person is tendered," or words to the like effect. The efforts of these zealous and jealous amenders often end in leaving the covenant to assign in a condition which would have caused great grief to the late Mr. Lindley Murray. In *Treloar v. Bigge* some provisions of this kind caused some embarrassment to the Court of Exchequer. The plaintiff covenanted not to assign without the defendant's consent in writing, "such consent not being arbitrarily withheld"; and in the proviso for re-entry, in which power was given to the lessor to re-enter on the lessee's assigning without the lessor's consent, the words had been inserted "but such consent is not to be arbitrarily withheld." The question was raised whether these expressions amounted to a covenant by the lessor, so as to give the lessee a right of action against him for arbitrarily withholding his consent. The court held that they did not.

As regards the words inserted in the covenant not to assign, we have always thought that there could be little question that they did not amount to such a covenant. The reasonable interpretation of the covenant in *Treloar v. Bigge* seems to be that the lessee agrees not to assign without the lessor's consent, provided the lessor does not arbitrarily withhold such consent. If the lessor does arbitrarily withhold such consent, then the covenant does not apply, and the lessee is free to assign. That construction is more consistent with the words of the covenant and the intention of the parties than is the construction contended for by the lessee in *Treloar v. Bigge*. And it is, as Amplett, B., pointed out, more convenient that the lessee should, in case the consent of the lessor is arbitrarily withheld, be at once restored to his common law right of assigning, and be entitled to deal with the property as he pleases, than that he should be remitted to a remedy against the lessor for withholding his consent. These appear to us to be the grounds on which the decision of the court in *Treloar v. Bigge* should be rested; we do not attach much importance to the notion stated by Amplett, B., in his judgment, that the words "such consent not being arbitrarily withheld," could not answer two purposes—that they could not both qualify the lessee's covenant and constitute a covenant by the lessor. Why not? It does not seem difficult to imagine cases in which words of this kind might be reasonably interpreted as fulfilling such a double function.

The question of the construction of the clause in the proviso for re-entry in *Treloar v. Bigge*—"but such consent is not to be arbitrarily withheld"—was a good deal more difficult. It was probably correct to hold that, considering their position and context, they were not sufficiently clear and explicit to constitute a covenant by the lessor not to arbitrarily withhold his consent. But it is to be observed that Kelly, C.B., said in his judgment that, "had these words been used elsewhere in the instrument, although, perhaps, part of the same sentence in which they now stand, it is possible there might be a covenant in them."

In the recent case of *Sear v. House Property Investment Company (Limited)* (29 W. R. 193), a lessee covenanted with a lessor not to assign the demised property without the consent in writing of the lessor, "but such

consent not to be unreasonably withheld." That is to say, almost the very words used in the proviso for re-entry in *Treloar v. Bigge* were, in the recent case, used in the covenant not to assign. Hall, V.C., however, held that, even when so used, the words did not amount to a covenant by the lessor not to unreasonably withhold his consent. "If I were to decide this case," he said, "irrespective of authority, I should hold that the words merely qualify the obligation contained in the clause not to assign without consent. They are contained in the lessee's covenant, and are in a form which looks more like a qualification than a contract. The word 'but' points to a qualification and not to a contract. It is, moreover, unquestionably a very loose way to insert a lessor's covenant in the middle of covenants by the lessee." We do not quarrel with this construction, which is convenient and probably in accordance with the intention of the parties, but we desire to point out that it is not free from doubt. Practitioners ought to abandon the use of ambiguous phrases of this kind, and if they wish to qualify the covenant not to assign without consent, should always say, "provided such consent is not unreasonably withheld."

We are glad to observe that the word "arbitrarily," which had a long run after *Treloar v. Bigge*, is giving place to "unreasonably." "Arbitrarily" is too ambiguous a word to be used in these covenants. It is true that in *Treloar v. Bigge*, Kelly, C.B., seems to have satisfied himself that it "means unreasonable—without reasonable cause," and that the refusal (unless the context shows the contrary) need not be a refusal having reference to the character or solvency of the person to whom the assignment is proposed to be made. But it should be borne in mind that Amplett, B., expressed considerable doubt as to the meaning of the word "arbitrarily," and lessees' solicitors will do well to express directly the meaning ascribed to that word by Kelly, C.B.

CONTRACT TO LEAVE BY WILL.

THE circumstances of the recent case of *Alderson v. Maddison* (39 W. R. 105, L. R. 5 Ex. D. 293) are, we should imagine, of a character not unfrequently occurring. They were as follows:—The plaintiff, as heir-at-law of an intestate, claimed the title-deeds of the intestate's farm, of which the defendant had taken possession on his death. The defendant counter-claimed a declaration that she was entitled to a life estate in the farm, and to retain the title-deeds for her life. The jury found that the defendant was induced to serve the intestate as his housekeeper without wages for many years, and to give up other prospects of establishment in life, by his promise to make a will leaving her a life estate in his farm if and when it became his property. Mr. Justice Stephen held, first, that the finding, taken with the facts, amounted to a finding that there was a contract to the above effect between the intestate and the defendant, and that such contract, being based on a good consideration, was binding on the intestate and his estate; and, secondly, that since the contract had been completely performed on the defendant's part, section 4 of the Statute of Frauds did not apply, and that the defendant was entitled to the declaration asked in the counter-claim. The learned judge laid it down that a representation which influences the conduct of a person to whom it is made, can only be legally efficacious either by way of contract or estoppel. The representation may be a term in a contract—in other words, it may be a promise, or it may give rise to an equity, for estoppels of the sort referred to in *Pickard v. Sears* (6 A. & E. 469) are really in the nature of equities, entitling the party to whom the representation is made to have the rights of the parties determined on the basis of the existence of the facts which have been represented to exist. In the case we are discussing the learned judge held that there was

a contract, and it certainly seems to us that the case is one of contract or nothing.

The word "representation," which has been much employed in support of the plaintiff's contention in cases of the class of *Alderson v. Maddison*, has much to answer for in the history of the law. It is a word that, to our mind, bears a very bad character, and whenever it is used we begin to look with suspicion, lest some fallacy should be endeavouring to obtain admission. It is highly desirable that ambiguous expressions such as "representation," wandering about for no good purpose, should be "comprehended," to use the language of ancient Dogberry, and made to deliver themselves of their meaning, if any. A woman acts as a rich old man's housekeeper for years, or a man marries a rich old man's daughter, in hopes, to use plain English words corresponding to the substance of the transaction, that thereafter advantage may accrue to her or him, such hopes being, perhaps, fanned by expressions of future intention on the part of the said rich old man. The rich old man dies and disappoints the hopes so entertained, and, thereupon, with what glib promptitude do your "representations" come on the scene! Seriously, we vehemently object to vague equities founded on loose expressions like "representations." Either there is a contract or there is not, and in the latter case there is nothing. And that is what Mr. Justice Stephen has said. But we wish the line could be drawn tighter than he has thought himself justified upon the decisions in drawing it. The notion of a contract to make a will is full of objections. There is a most dangerous contradiction involved in the idea. It may, no doubt, be that if the law did not admit of such an idea, in some cases wicked testators would avail themselves of their power of exciting false hopes to do injustice and wrong; but it appears to us that the evils on the other side more than counterbalance this evil. We would have the law say, with no uncertain voice, that any person seeking to bind a person's estate after his death must procure the desired result to be effected by instrument *inter vivos*. Then there would be no room for ambiguities, for difference of intention on the one side and the other, and, for what is worse, for perjury on the side of one party, when the other is unable to give his version of the transaction. The truth is that in this class of case the testator seldom or never really supposes that he is contracting himself out of his freedom of testamentary disposition on the one side, and it is more than doubtful whether the other party on the other side really supposes him to be doing so. The other party really gives the services, or whatever the supposed consideration may be, in hope, and would give them none the less though there were no shadow of a promise. Neither party has any idea of a contract. The notion of a contract to make a will in a particular way seems to us to run counter to the essential idea of a will, and to its legal characteristics. The curious feature of it is that, according to the doctrine, it is immaterial whether the party makes the will agreed upon or not, because the law will treat his property exactly as if it were made. Consequently there is, in substance, a will without any of the formalities required by the law.

We anticipate what will be said in answer to this. It will be urged that in substance the effect of a contract to make a will in a particular way is that of an instrument *inter vivos*. For instance, a contract to leave a life estate, as in the case which formed our text, is in substance a disposition *inter vivos*, by which the right to a life estate on the death of the owner arises. But we answer that the mischief involved in a form not corresponding to the reality of the transaction is, in law, very great. It is of great importance that the associations of ideas which constitute distinct legal entities, should not become confused together, because such confusion leads to confusion, not only of nomenclature, but of mental intention. The difficulty of discriminating is obvious, especially when the discrimination has to take place after the death of one party, between the

holding out of mere hopes and the making of legal promises.

Assume that some person, by false representations of his testamentary intentions, gets some poor woman to serve him for years gratis, what is the proper attitude of the law on the subject? Ought the law to say, "The woman shall not be deceived: the estate of the testator, who sailed so near the wind, and used such expressions as to create in the woman's mind a notion that he was bound to leave her such and such property, shall be bound as if the will had been executed?" In our view, most distinctly and decidedly, that is not the proper attitude of the law. The best protection, in our opinion, for persons in *consimili casu* with the woman of our hypothesis, and also for the heirs and other relations of testators, is the distinct understanding that testamentary disposition is free, and that contractual obligations must be effectuated otherwise than by testament. We do not say that it is possible to hold this in the face of the decisions to which Stephen, J., refers, and there may undoubtedly be a difficulty with regard to the past, but we cannot help wishing that, with regard to the future, it was possible to re-establish the law on this footing.

CONTINUING SURFACE DAMAGE.

WHERE, as in the usual case, mines of coal or iron-ore have been worked under leases, with liberty to deposit spoil and refuse upon, and to otherwise appropriate and injuriously affect, the surface, subject to paying compensation therefor, and where such working has been of long duration and the lease has been successively assigned or successive lessees have worked the mines, and in so doing have used the liberty in question, a very considerable difficulty not uncommonly arises, and is likely to arise still more often in the immediate future, regarding the liability for the damage continuing to arise from the continuance of the refuse heaps and other prejudicially affected surface. Does the liability exist, and, if so, against whom? Is it against the working lessee or assignee for the time being, or is it a liability that is to be distributed (subject or not to the Statute of Limitations) among the successive workers *pro rata*, necessitating an inquiry into the proportions in which each has in his own time contributed to the cause of damage? And when the land is sold, may the purchaser (buying, of course, with notice of the condition of the land) become entitled, as to a right running with his purchase or otherwise, to any and what remedy in respect of the continuing damage? And when (as must eventually happen) the working is discontinued, but the refuse-heaps, &c., remain, has the landowner any right (and how is such right enforceable) to have the surface restored, or to have damages or compensation for the abiding injury, and upon what principle are such damages or compensation assessable?

These questions are becoming yearly more urgent, and the solution of them is not greatly aided by the existing law as that is to be gathered from the authorities. In the Wigan district, we have been credibly informed, these questions, or most of them, are now the subject of considerable controversy, and litigation is imminent, if it has not been actually commenced, for their settlement or attempted settlement. We believe that the like questions concern very many other mining centres.

The most recent case (and it is not a very recent one) bearing proximately on the subject is that of *Mordue v. Dean, &c.*, of Durham (L. R. 8 C. P. 336), and that case may be regarded as the leading authority where the question depends (as it usually does) upon title—that is to say, upon the construction of the deed or deeds whereby the mines are severed from the surface lands. And where the question does not depend upon title in the

sense above explained—that is, of construction—there are only the general principles of the common law to guide us, as such principles are expressed and applied in such like cases as *Backhouse v. Bonomi* (9 H. L. C. 503); *Nichlin v. Williams* (10 Ex. 259); and *Lamb v. Walker* (26 W. R. 775, L. R. 3 Q. B. D. 389).

The general principle is admitted, and will not be questioned, that in every action the ground of which is *injuria cum damno*, the damages sustained from the *injuria* (as well the future or prospective as the past and present damages) must be recovered in that action once for all, and no subsequent or second action will lie in respect of the same *injuria* for such future or prospective damages, even when they have not been recovered in the original action (*Clegg v. Dearden*, 12 Q. B. 576); and this principle was re-affirmed in the decision of *Lamb v. Walker*, by the Queen's Bench Division, in May, 1878 (see also *Mayne on Damages*, 3rd ed., pp. 84—86; 387—388). It is, however, in the application of this principle that the difficulty regarding these refuse-heaps, &c., arises. Because, while the original deposit of the refuse is an *injuria* (at common law) or (what is in effect the same thing) a circumstance entitling to compensation for damage (under the title), the difficulty is what to think of the *continuance* of the refuse upon the surface—*scilicet*, is such continuance like a continuing trespass, a fresh *injuria* or fresh circumstance in respect of which (when coupled with the damage flowing therefrom) a fresh cause of action arises? The judgment of the Lord Chief Justice of England in *Lamb v. Walker* would be consistent with the view that the continuance of the refuse was a continuing *injuria*; but the judgments of the two other judges in that case (*Manisty and Mellor, JJ.*) would not be consistent with it; although, in fact, none of these judgments contain anything expressly in point, the action having been one for damage resulting from the withdrawal or diminution by one landowner of the adjacent support which his land afforded to the land of the plaintiff (a neighbouring landowner). Also, in leases of mines with surface rights, the writer has not unfrequently come across provisions by which the annual rent payable for surface taken is made to extend to surface not taken under the lease, but taken under any previous lease or leases, so long as such land continues (not necessarily to be used as auxiliary to the mining operations, but) *unrestored*; and in all such leases it is very usual to insert a covenant to restore the surface, or else to pay the fee-simple value thereof, and in the meantime to continue paying the annual rent. On the other hand, no such distinction as that suggested was attempted to be taken (judging from the reports), or was successfully taken, in *Clegg v. Dearden*, where the act from which the damage flowed was an *injuria* in the strict and proper sense of the word; and regarding the case of *Mordue v. Dean, &c., of Durham*, where the act from which the damage flowed was one wrongful in itself, but under the title whereby the mines and lands were severed rendered rightful, it is carrying that case too far to say either that it is against, or that it is in favour of, the distinction we have suggested. *Bovill, C.J.*, does indeed remark that, with respect to an old pit-shaft existing at the date of the conveyance, "no compensation could be claimed for its mere continuance in existence"; but then that case also decided that the compensation for damage recoverable was to be estimated with reference to the value of the land for any purpose, and that the compensation was to include damage by severance or otherwise, and not merely the value of the land actually taken.

Is it possible that the distinction we have suggested does not hold good in respect of a trespass or other *injuria* strictly and properly so called (*Clegg v. Dearden*), but that it does hold good in respect of acts which (subject to the liability for damage or for compensation) are rightful and not wrongful acts, in respect that they are acts flowing out of ownership, or are acts rendered right by contract or by grant? Some corroboration of

this suggested view is to be found in *Aspden v. Seddon* (23 W. R. 580, L. R. 10 Ch. 394) in the judgments of *Jessel, M.R.*, and the late Lord Justice *Mellish*.

Regarding the other questions proposed in this article, the answer depends more or less in the case of each upon the opinion which may eventually prevail in regard to the principal question above discussed; but one thing appears to be certain, that the right to damages or even to compensation is a *chose in action* so far as regards all damage occasioned prior to the purchase deed; consequently, that such right, so far as regards such damage, does not pass to the purchaser as portion of, or as incidental to, his land, although of course he may acquire the *chose in action* by special agreement with his vendor, and obtain an express assignment thereof from him.

REVIEWS.

ACTION IN THE COMMON LAW DIVISIONS.

PRÉCIS OF AN ACTION AT COMMON LAW, SHOWING AT A GLANCE THE PROCEDURE UNDER THE JUDICATURE ACTS AND RULES IN AN ACTION IN THE QUEEN'S BENCH, COMMON PLEAS, AND EXCHEQUER DIVISIONS OF THE HIGH COURT OF JUSTICE. By HERBERT E. BOYLE, Solicitor. Butterworths.

Mr. Boyle has put into a very short compass the proceedings in a common law action, and by ingenious arrangements as to type, he brings the various steps very clearly before the reader. The book can hardly fail to be of service to the student. The Rules of Court appear, from the passages we have examined, to be carefully condensed, and occasional references are given to cases. The book appears to us to be executed with more than average care.

. We have received another letter from our indefatigable correspondent, Mr. W. G. Walker. He appears to abandon all his objections to our review of his book except two. (1) He says, "I said [i.e., in his last letter] that in *Burdick v. Garrick* there was no proof that the person in the fiduciary position had made interest or profit on the money in his hands. It is no refutation of this to say that he made use of the money. It is common enough for the use of money to result, not in profit, but in loss. *Burdick v. Garrick* says it is not necessary that, in order to charge an executor with interest on money in his hands, you should prove that he has made a profit; it is enough that by the wrongful retainer he might have made one." In this last sentence Mr. Walker kindly supplies the answer to his former criticism. There being proof that the trustee had used the trust funds, that was tantamount, as regards the trustee's liability, to proof that he had made a profit by them, for where a trustee engaged in trade "makes use" of the trust fund, as in *Burdick v. Garrick*, by paying it into his own account at his bankers, he is always presumed to have made trade profits. As *Romilly, M.R.*, said in *Williams v. Powell* (15 B. & W., at p. 469), "the burden lies on the executor to show that, in fact, he has not had benefit in his trade from this increased balance at his bankers." We do not know that we need say more on this singularly unimportant point than thank Mr. Walker for explaining our meaning.

But (2) Mr. Walker wishes to state that in our review we "suggested, as the source from which he ought to have been aware of the Indian Act of 1874, only the article in the *Solicitors' Journal* for 1878." We beg to say that we did not make any suggestion whatever in our review as to the only source from which Mr. Walker ought to have been aware of that Act, but we did suggest in our answer to his letter that if he had either read one of the cases he cites, or had taken the trouble to look in *Lewin on Trusts*, he could have found local Indian Acts referred to which would have given him sufficient warning to enable him, with the help of the chronological table to the Indian Revised Statutes in Lincoln's Inn Library, and of the librarian, to discover the Act of 1874. To this suggestion Mr.

Walker has two objections to offer. First, the local Acts mentioned in Lewin were repealed in 1855. What on earth does it matter? We did not say that Mr. Walker ought to have quoted the local repealed Acts, but that the mention of these Acts in Lewin might have enabled Mr. Walker to find his way to the Act in force. Secondly, Mr. Walker says the chronological table of the Indian Statutes "was not received in Lincoln's-inn Library till some six or seven weeks after his manuscript had been committed to the press." This is too absurd. Have matters really come to such a pass that text-book writers are to be excused from trying to find a statute because, forsooth, the chronological table had not been received at the nearest library? How long would it have taken Mr. Walker either to walk to the British Museum Library, or to drop a note on the subject to the India Office?

CORRESPONDENCE.

BANKRUPTCY LEGISLATION.

[To the Editor of the Solicitors' Journal.]

Sir,—I observe from the Queen's Speech that the House of Commons will, during the present session, be asked to consider "measures for the further reform of the law of bankruptcy."

I think it will be at once admitted, that if any system could be devised whereby a considerable saving in the realization of the estates of liquidating debtors or bankrupts could probably be effected, the interests of the commercial world must be materially benefited.

With this object in view, I venture to offer the following suggestions:—

1. In every large town in England and Wales, being a local centre possessing bankruptcy jurisdiction, there should be established a thoroughly competent official accountant, with a proper and sufficient staff of assistants, all to be appointed by Government at fair salaries. The duties of such accountant and assistants to consist:—

(a.) Of the preparation of petition, affidavit, request, and list of creditors, &c., on behalf of any debtor desiring to present such petition in person. In cases where the services of a receiver and manager are needed, the Government accountant to fill that position.

(b.) In all cases (that is to say, whether the debtor employs a solicitor or not) the official accountant to prepare the statement of affairs for the statutory first meeting, and to take the trusteeship in the event of resolutions for liquidation being passed; to receive and distribute composition, if same accepted by the creditors, and, generally to realize (in liquidation); to declare a dividend upon, and to close every estate in the most expeditious manner, and all this free of expense. I would not dispense with a committee of inspection, where liquidation is resolved upon, but the same relation as now exists to a trustee should be continued as to the official accountant.

(c.) The solicitor filing the petition to register all resolutions passed; to act as solicitor to the trustee, the committee of inspection, and the estate, and to take all such other steps as might be necessary and such as are usual under the Act and Rules now in force. Such solicitor to be entitled, as heretofore, to his costs, to be taxed.

2. It will at once be asked by those conversant with the subject, From what fund is the expense of the employment of Government accountants and clerks to be defrayed? My answer is, let the stamp duty payable upon every petition, affidavit, request, and list of creditors, gazetting, application, summons, *ad valorem* on registration of resolutions, on assets or composition, &c., be slightly increased—that is to say, the scale of fees to be revised to meet and cover the necessary outlay to be made by the Government—e.g., upon a liquidation petition, say £1 10s. instead of £1; on an affidavit

(filing) 1s. 6d. in place of 1s.; upon request and list of creditors, say 6d. a creditor instead of 3d.; postage on all circulars 1d. instead of 0½d., and so on, as to every stamp in fair proportion of increase.

3. Assuming the plan I have mentioned to be adopted, I think it not too much to say that there would be no loss occasioned to the revenue. I believe it would be found to be the reverse.

4. But the most important of all results would, I feel persuaded, be achieved. I mean by this that accountants and trustees' charges would absolutely and entirely disappear, and every estate would, as a necessary consequence, gain greatly by the change, while, as to the small additional imposition of stamp duty, I cannot believe that any estate would seriously feel it. Furthermore, in my judgment, what is called "touting for proxies" would cease, because the inducement to an accountant to obtain the post of trustee (in some instances a lucrative one) would no longer exist, as in every case the official accountant would hold that office.

I trust that you will not consider this communication too lengthy for insertion. My apology for troubling you with this letter must be the importance of the subject.

Leicester, Jan. 10.

X.

OPTION TO PURCHASE.

[To the Editor of the Solicitors' Journal.]

Sir,—I read with great interest your recent article on the effect of the insertion in a lease of an option to purchase on the devolution of real estate under the lessor's will; but it seems to me that the important distinction which is made when a testator specifically devises or sets out in detail his property is not noticed. I gather from the cases that the effect of this particularising of the property would be that it would pass according to the limitations of the will which would have been applicable to the property in case there had been no sale. If this is a wrong assumption I shall be glad to be set right.

Manchester.

WM. BARNETT.

[We were not referring to the case of a specific devise.—ED. S.J.]

On Monday week, Lord Gifford, one of the judges of the Second Division of the Court of Session in Scotland, had a paralytic seizure, which seriously affected his speech.

In the House of Commons, on Tuesday, Sir R. Cross asked the First Lord of the Treasury whether he would take steps to insure to the House an opportunity of discussing the Order in Council abolishing the offices of Lord Chief Justice of the Common Pleas and Lord Chief Baron, recently laid upon the table of the House, before that order should become law. Mr. Gladstone admitted that this was a grave question, which had a claim on their consideration when it became necessary to deal with it. The order had been on the table only four days, and as twenty-five days had yet to elapse before it became law, he hoped the right hon. gentleman would be so kind as to communicate with him so that the subject might be discussed at a time that might be convenient.

In connection with the Bill to consolidate and amend the law relating to the property of married women, in relation to which a notice was given in the House of Commons by Mr. Hinde Palmer, Q.C., on the first day of the session, a deputation waited upon the Lord Chancellor on Tuesday at his private room in the House of Lords. The deputation consisted of Mr. Jacob Bright, M.P., Mr. Arthur Arnold, M.P., and Sir Arthur Hobhouse, and was introduced by Mr. Hinde Palmer. In the course of a prolonged interview, the provisions of the proposed measure were discussed. The Lord Chancellor expressed a desire for the opportunity of further considering the clauses of the measure, and promised that he would then consult with the promoters of the Bill as to its provisions and its progress in Parliament.

CASES OF THE WEEK.

PRACTICE—OFFICIAL REFEREE—MOTION TO RESCIND DIRECTIONS—COSTS.—In a case of *Underhay v. Smith*, before the Master of the Rolls on the 11th inst., a motion was made by the defendants to rescind certain directions given by the official referee as to the mode of ascertaining a loss in certain partnership accounts. The question involved the construction of the partnership articles, and was of some complexity, and eventually the Master of the Rolls rescinded the directions given. The defendants then asked for the costs of the motion, and the plaintiffs submitted that the costs should be made costs in the action, as in effect the motion was similar to a summons for the direction of the judge as to the mode of taking the accounts, and was for the benefit of all parties. **JESSEL, M.R.**, however, held that a question of substance had been decided in the defendants' favour on appeal from the official referee; and he therefore gave the applicants the costs of the motion.—**SOLICITORS, Law, Hussey, & Hulbert; Fladgate, Smith, & Fladgate.**

PRACTICE—LEAVE TO SERVE NOTICE OF MOTION WITH THE WRIT—POWER OF CHIEF CLERK TO GRANT SAME—ORDER IN CHAMBERS—DRAWING UP OF ORDER—RULES OF COURT, 1875, ORD. 63, R. 8.—In a case of *Conacher v. Conacher*, also before the Master of the Rolls on the 11th inst., a motion was made for an injunction, and it appeared that leave to serve short notice of motion had purported to have been given by one of the chief clerks by his initialling an informal document applying for the same. An objection was taken that the motion could not be brought on, no proper leave having in fact, been given, as the chief clerk had no jurisdiction to give the same. By the notices issued as to the Christmas Vacation it is stated that "applications for leave to give short or other special notice of motion may be made at the chambers of the Vice-Chancellor Malins," and the notices then specify that the brief of counsel in case of urgency is to be sent to the judge. It appeared that the chief clerk's leave had not been drawn up as an order. **JESSEL, M.R.**, was of opinion that the matter was entirely irregular, and that the chief clerk had no power, under ord. 53, r. 8, to give the leave. The proper way was for the brief of counsel to be sent to the judge in the usual way, and for the judge to make the order. If the order had been drawn up giving the leave, it would then have been a different thing, as such order, though made in chambers, was in form made by the judge, and no person could go behind the order. As no leave had been given to serve the notice, the motion must stand over, and no injunction could be granted that day.—**SOLICITORS, Layton & Jaques; Van Sandau & Cumming.**

OBITUARY.

MR. CHARLES DRUCE.

Mr. Charles Druce, solicitor (the head of the firm of Druce, Sons, & Jackson), of 10, Billiter-square, who was almost the oldest practising solicitor in London, died on the 10th inst., in his eighty-ninth year. Mr. Druce was the son of Mr. Charles Druce, solicitor, clerk to the Inn-Holders' Company, and was born in 1792. He was admitted a solicitor in 1814, and had practised for sixty-six years in Billiter-square. He was formerly in partnership with his father, and with his brother, Mr. John Druce, and more recently he was associated with his sons, Mr. Charles Claridge Druce, the vice-president of the Incorporated Law Society for the present year, and Mr. Alexander Claridge Druce, who is now clerk to the Inn-Holders' Company and receiver of Dulwich College, and also with Mr. Arthur Jackson. Mr. Druce was solicitor to Dulwich College, and he had a very large mercantile practice in the city of London. He was one of the oldest surviving members of the Incorporated Law Society, and was for many years a member of the committee of the Metropolitan and Provincial Law Association. Mr. George Druce, Q.C., of the Chancery bar, who was killed by a fall from his horse about twelve years ago, was the second son of the deceased.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM, 1881.

Prospectus of the Lectures of the Professors.—The Professor of Roman Law will, during the ensuing educational term, deliver a course of twelve lectures on the Roman law of persons and family relations considered historically and compared with the English law. The first lecture will be delivered on Thursday, January 13, 1881, at 2.30 p.m. The subsequent lectures on the above subject will be delivered on Mondays and Thursdays at the same hour.

Equity.—The Professor of Equity will, during the ensuing educational term, deliver a course of twelve lectures upon "the conflict or variance between equity and common law, with reference to the same matters." The first lecture will be delivered on Wednesday, January 12, 1881, at 4.15 p.m., and the subsequent lectures at the same hour on Fridays and Wednesdays.

Law of Real and Personal Property.—The Professor of the Law of Real and Personal Property will deliver, during the ensuing educational term, twelve lectures, being "an introductory course on real property law, with special reference to tenures, estates, and the different modes of assurance of real property."

NOTE.—This course is intended to be preparatory to a course of lectures on the law of "vendors and purchasers of real estate."

The first lecture will be delivered on Friday, January 14, 1881, at 3.5 p.m. The subsequent lectures will be delivered on Tuesdays at 4 p.m., and on Fridays at 3.5 p.m.

Common Law.—The Professor of Common Law will, during the ensuing educational term, deliver twelve lectures, being the first of three courses of lectures, on the principles of the law of torts. The first lecture will be delivered on Thursday, January 13, 1881, at 4.15 p.m. The subsequent lectures will be delivered on Mondays and Thursdays at the same hour.

NOTE.—In December next there will be four examinations, one in the subject of the lectures given by each professor, open (subject as hereinafter mentioned) to all students who have during the year 1881 attended the lectures of any of the professors, but no student will be admitted to the examination in the subjects of the lectures of any professor unless he shall have attended at least two-thirds of the lectures given during the year by such professor. No student will be admitted to more than two examinations; and no student who shall have obtained a studentship will be admitted to any such examination.

After the examinations the following prizes will, on the recommendation of the committee, be given (that is to say):—

To the students who shall have passed the best examination in the subjects of the lectures of each professor, first prize, £50; second prize, £25; third prize, £15; fourth prize, £10; and a first and second prize of £70 and £30, respectively, to the students who obtain the greatest aggregate number of marks in the examination in the subjects of the lectures given by any two of the professors.

No student will be entitled to more than one prize, but a student will receive the prize of the highest value to which he shall appear to be entitled.

The committee will not be obliged to recommend any of the above prizes to be awarded, if the result of the examination be such, as in their opinion, will not justify such recommendation.

UNIVERSITY OF LONDON.

1881.

FIRST LL.B. EXAMINATION.

PASS LIST.

First Division.

Bennett, Arthur Henry.—Private tuition.
Brown, Robert Weir.—Gray's Inn and private study.
Evans, John.—University College of Wales.
Harris, David Lewis.—Downing College, Cambridge.
Hoddinott, Benjamin, B.A.—Private study.
Holah, Arthur.—Private tuition.
Lithby, John.—Private tuition.
Reinhardt, Walter Hops.—Private study.
Shaw, Marmaduke Spicer.—Private study.
Usher, Samuel Lawry.—Private study.
Wertheimer, John.—Private study.

Second Division.

Batten, John Dickson.—Trinity College, Cambridge.
 Davis, Edward Pinder.—Private study.
 Ensor, Frederick William.—Leys School, Cambridge, and Jesus College, Oxford.
 Hickman, Walter Richard John.—Private study.
 Hussey-Walsh, Valentine John.—Private tuition.
 Stevens, John Edward.—Private study.
 Stevenson, George Frederick.—Private study.
 Sugden, Robert John.—Private study.
 Upjohn, Arthur Ritchie.—Private study.
 White, George, B.A.—St. John's, Battersea, and Middle Temple.

SECOND LL.B. EXAMINATION.

First Division.

Barrs, Henry Hollier Hood.—Private study.
 Lawrance, Hamilton Edward.—Private study.
 Micklem, Nathaniel, B.A.—University College and private study.
 Napier, Thomas Bateman.—Private study.
 Robinson, Alfred.—Private study.
 Upjohn, William Henry.—Gray's Inn.
 Williams, Harry Montague.—Private study.

Second Division.

Alger, George Herbert.—Brighton College and private study.
 Bloomer, Charles Edward.—Private study.
 Cross, William Charles Henry.—Private study.
 Daphne, Pasco.—Private study.
 Oldfield, Herbert Rooke.—Private study.
 Pope, Reginald Barrett.—Private study.
 Sewell, John Thomas Beadsworth.—University College and private study.
 Simmons, Samuel Mark, B.A.—Private study.

LAW STUDENTS' DEBATING SOCIETY.

At the quarterly meeting on January 11, Mr. C. E. Barry in the chair, Mr. Arthur James and Mr. W. St. Leonards Chubb were elected members of the society. Mr. F. T. Green was elected a member of the committee in the place of Mr. Spiers, elected to the office of reporter. The treasurer laid before the meeting a list of unpaid fines and subscriptions, and the secretary read a statement of the proceedings of the society during the preceding quarter. The remainder of the evening was taken up in the discussion of a motion brought forward by the treasurer for the establishment of a prize for an essay to be competed for by members of the society, but no resolution was come to on the subject. The following particulars are taken from the statement of the secretary above referred to. The quarter commenced on the 26th of October and terminated on the 14th of December, during which time the society held eight meetings, one of which was devoted to a debate with the United Law Students' Society. Twenty new members were elected, and three members had resigned. The average attendance at the meetings was twenty-seven, the highest number at any one meeting being thirty-six, and the lowest seventeen. The average number of speakers was nine, and of voters twenty.

THE UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn, on Wednesday, the 12th inst., Mr. W. Dowson in the chair. After the transaction of private business, the subject of debate was opened by Mr. H. E. M. Donner in the negative, who was supported by Messrs. Foy, Wade, and Kains-Jackson, and opposed by Messrs. Maclaren, Acland, and Bartrum. The opener replied, and upon a division the motion on the paper was decided in the negative by a majority of four votes. The subject for debate on Wednesday, the 19th inst., will be: "That this meeting regards with satisfaction the measures proposed by the Government with reference to Ireland."

At the Central Criminal Court, on Monday, Mr. James Grayson, a solicitor, was tried on an indictment charging him with having committed wilful and corrupt perjury in affidavits sworn by him in some bankruptcy proceedings. The case eventually broke down, and a formal verdict of acquittal was taken.

LEGAL APPOINTMENTS.

Mr. ARTHUR CHALLINOR, solicitor, of Hanley, Uttoxeter, and Burslem, has been appointed Registrar of the Burslem County Court (Circuit No. 26). Mr. Challinor has been for some time deputy-registrar of the courts lately held at Hanley, Burslem, and Tunstall. He was admitted a solicitor in 1875, and is also town clerk and clerk of the peace for the borough of Hanley.

Mr. HENRY WILLIAM CHIPPS, Q.C., has been elected Treasurer of the Honourable Society of the Middle Temple for the present year.

Sir HARDINGE STANLEY GIFFARD, Q.C., M.P., has been elected Treasurer of the Honourable Society of the Inner Temple for the present year.

Mr. WILLIAM JAMES HENRY, solicitor (of the firm of Burnham & Henry), of Wellingborough, has been appointed a Perpetual Commissioner for Northamptonshire for taking the Acknowledgments of Deeds by Married Women.

Mr. GEORGE LEADBETTER WINGATE, of 8½, Angel-court, Throgmorton-street, London, solicitor, has been appointed a Perpetual Commissioner for taking Acknowledgments of Deeds to be executed by Married Women.

Mr. JOHN EDWARD WILKINS, barrister, has been appointed Secretary to the Royal Commission as to the Laws for the Measurement of Tonnage. Mr. Wilkins was called to the bar at the Inner Temple in Hilary Term, 1854, and he is a member of the Northern Circuit.

DISSOLUTIONS OF PARTNERSHIPS.

WALTER HORNBLOWER and TERTIUS JOHN HADLEY, solicitors, 28, Waterloo-street, Birmingham (Hornblower & Hadley). Jan. 1.

WILLIAM PERKINS and FRANCIS HENRY CANDY, solicitors, 6, Albion-terrace, Southampton (Wm. Perkins & Candy). Dec. 31. [Gazette, Jan. 7, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF BRUNSWICK TRAMWAYS COMPANY, LIMITED.—Petition for winding up, presented Jan 4, directed to be heard before Bacon, V.C., on Jan 16. Terrell, Lombard, st, solicitor for the petitioner.

ECLESHELL WORSTED MILL COMPANY, LIMITED.—Petition for winding up, presented Dec 22, directed to be heard before the M.R. on Jan 23. Paterson and Co, Lincoln's inn fields, agents for Gardiner and Jeffery, Bradford, solicitors for the petitioners.

GRAYBIRD and NORTHLEY CO-OPERATIVE STORES, LIMITED.—Petition for winding up presented Dec 20, directed to be heard before the M.R. on Jan 18. Crundall and Co, Cannonst, solicitors for the petitioners.

LONDON AERATED and MINERAL WATERS COMPANY, LIMITED.—Petition for winding up, presented Jan 6, directed to be heard before the M.R. on Jan 15. Chinery and Co, Fenchurch st, solicitors for the petitioner.

[Gazette, Jan. 7.]

UNLIMITED IN CHANCERY.

PADSTOW TOTAL LOSS and COLLISION ASSURANCE ASSOCIATION.—Malins, V.C., has by an order dated Dec 16, appointed Wm Philip Bodmin, to be official liquidator. Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts and claims to the above. Feb 21 at 12 is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, Jan. 11.]

FRIENDLY SOCIETIES DISSOLVED.

BARKSTONE FRIENDLY SOCIETY, Sun Inn, Barkstone, Leicester. Jan 8

FENISCOWLES SUNDAY-SCHOOL SICK SOCIETY, Feniscowles, Lancaster. Jan 4

[Gazette, Jan. 7.]

FRIENDLY SOCIETY, Swan Inn, High st, Stony Stratford. Jan 6

[Gazette, Jan. 11.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BIRCH, GEORGE WILLIAM WHITEHEAD, Solater st, Bethnal Green, Licensed Victualler. Feb 15. Barber v Barber, V.C. Hall. Byfield, Gracechurch st.

BAUME, PIERRE JOSEPH CRESTIN, Canterbury rd, East Brixton. Feb 14. Piquerez v Baume, V.C. Hall. James, Ely pl. Holborn.

BOLTON, WILLIAM JOHN, Aberdeen, Lieut-Col R.A. Feb 7. Robbins v Bolton, V.C. Malins. Robbins, Lincoln's inn fields.

BELL, EDWARD SALE, Burland, Eastington, York, Farmer. Feb 10. Bell v Bell, V.C. Hall. Rollit, Kingston-upon-Hull.

CARTER, ZILLER, Storrington, Sussex. Feb 1. Bird v Botting, V.C. Hall. Mant, Storrington.

CAVALIERO, HENRY LEOPOLD, Minorities. Feb 1. Cavaliero v Cavaliero, V.C. Hall. Carr and Co, Rood lane.

CRAWLEY, THOMAS, Edgbaston, Birmingham, Gent. Jan 31. Lea v Manton, V.C. Malins. Horton, Birmingham.

DUNGER, HENRY, Swaffham, Norfolk, Gent. Jan 31. Dunger v Jones, V.C. Hall. Carew, Southampton st, Bloomsbury.

GRIMSDALE, HENRY, Park st, New North rd, Gent. Jan 26. Grimsdale v Hyland, V.C. Bacon. Lane, Gresham st.

GHROOM, ADELAIDE, Guildford st, Russell sq, Jan 26. Groom v Groom, V.C. Hall. Durant, Guildhall chambers, Basinghall st.

HENRY WILLIAM GEORGE, Marquess of Anglesey, Albert mansions, Victoria st. Feb 17. Skinner v Marquess of Anglesey, V.C. Hall. Lowe, Temple gardens.

LISTER, JOHN, Sunderland, Ship Owner. Feb 7. Davies v Lister, M.R. Bowry, Sunderland.

MARSLAND, CHARLES, Stockport, Chester. Jan 31. Marsland v Thorp, V.C. Malins. Reddish, Stockport.

STAYTON, JOHN, Hamilton rd, Islington, Job Master. Jan 25. Stayton v Stayton, M.R. Mills, New sq, Lincoln's inn.

WEBB, JAMES, Bowmoor, Ilminster, Somerset, Baker. Jan 29. Webb v Webb, V.C. Malins. Baker, Ilminster.

YARDLEY, CHARLES ALBERT, Coburg pl, Bayswater, Blind Manufacturer. Jan 24. Hudson v Yardley, V.C. Bacon. Andrew, Great James st, Bedford row.

[Gazette, Dec. 31.]

HANCOCK, FREDERICK, Fenton, Stafford, Beerseller. Jan 31. Hancock v Hancock, V.C. Hall. Tennant and Co, Hanley.

[Gazette, Jan. 4.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

ADDISON, ROBERT, Appleby, Westmoreland, Esq. Jan 17. Heelis, Appleby.

ARBER, Colonel WILLIAM, Longcroft Hall, Yoxall, Stafford. Feb 1. Jennings and Co, Burton-on-Trent.

ATYOUN, ELIZABETH ANNE, Grosvenor rd, Piccadilly. Jan 30. Lake and Co, New sq, Lincoln's inn.

BATTERHAM, ELIZABETH, King's Lynn. Feb 8. Partridge and Co, King's Lynn.

BELLAS, Rev. THOMAS, Appleby. Jan 15. Heelis, Appleby.

BOTALL, RICHARD, Louth, Lincoln, Jeweller. Jan 30. Sharpley and Son, Louth.

BURBELL, CHARLES JAMES, Newport, Monmouth. Feb 12.

CARTER, LYDIA, Sutton-in-Ashfield, Nottingham. Feb 23. Malby, Mansfield.

COCKBURN, Right Hon. Sir ALEXANDER JAMES EDMUND, Hertford st, Mayfair, Bart, G.C.B. March 1. Ranken-Ford, South sq, Gray's inn.

COSTERKE, JOHN JAMES, Swansen, Slate Merchant. Feb 1. Donaghue, Swansen.

CHICKERT, GEORGE BODMAY, Ashton-on-Mersey, Chester, Gent. Feb 3. Marlow and Dixon, Manchester.

CUCKSON, THOMAS, Workshop, Nottingham, Retired Machine Maker. Feb 1. Coulson, Workshop.

DORMER, JAMES HARRIS, Leamington Priory, Warwick, Gent. Feb 20. Field and Sons, Leamington.

GRANAM, GEORGE, Sussex gds, Hyde park, Esq. Feb 10. Neish and Howell, Watling st.

GRAY, WILLIAM, Elythorne, Kent, Farmer. Feb 23. Claris, Dover.

GRIST, WILLIAM, Mare st, Hackney, Confectioner. Feb 5. Harris, Moorgate st.

GROVER, DANIEL, Sevenoaks, Builder. Feb 23. Palmer, Tonbridge.

GWILLIM, DANIEL, Benafort, Monmouth, Grocer. Jan 15. Price, Benafort.

HARE, ROBERT, Northallerton, York, Bank Agent. Jan 20. Walstell, Northallerton.

HODGSON, ROBERT, Westerdale Yarn, York, Farmer. Feb 1. Todd and Harrison, Hartlepool.

JEWELL, RICHARD GREENWOOD, Harwich, Essex, Hotel Proprietor. Feb 1. Russell and Co, Old Jovry.

LEVY, JOSEPH, Kilbur n Priory, Retired Merchant. Jan 31. Levinton, Bishopsgate st.

LEVI, PIERRE, Whimble st, Plymouth. March 1. Levinton, Bishopsgate st.

LOVE, SARAH, Llandudno, Carmarvon. Feb 7. Minshall and Co, Llandudno.

LONG, THOMAS, Buckland, Dover, Gent. Feb 23. Claris, Dover.

MARSHANT, MARY ANNA PAOLA GIUSEPPA, Carlton hill, St. John's Wood. Jan 31. Arnold and Co, Carey st.

MARSHALL, JOSEPH, West Hesterton Hall, York, Esq. Feb 1. Simpson, New Malton.

PAIR, STEPHEN MANNE, Hastings, Esq. Feb 23. Claris, Dover.

PRITCHARD, MATTHEW, Llangatock-juxta-Uak, Monmouth, Yeoman. March 15. Watkins, Pontypool.

PROBERT, ANNA, Reading, Berks. Feb 7. Fortune, Chancery lane.

READ, JOHN PAGE, Torquay, Esq. Feb 8. Minet and Co, New Broad st.

REYNOLDS, RICHARD, Leyton, Essex, Coachman. Feb 15. Chester and Co, Staple inn.

ROGERS, ALFRED THOMAS, Sutton, Surrey, Painter. Feb 1. Gardiner, Clement's lane, Lombard st.

RUSSELL, WILLIAM, Longstock, Southampton, Farmer. Feb 8. Garrard and Co, Pall Mall East.

SILTZER, JOHN HENRY DAVID, Queen's gate gds, South Kensington, Esq. Jan 30. Wordsworth and Co, Threadneedle st.

STAMPER, THOMAS, Falegate, York, Gent. Feb 1. Simpson, New Malton.

STUART, DAVID, Tunbridge Wells, Licensed Victualler. Feb 14. Cripps and Sons, Tunbridge Wells.

STURINGTON, RICHARD, Well st, Cripplegate, Shoe Manufacturer. Feb 1. Wells, Paternoster row.

THASDALE, THOMAS, Dufton House, Westmoreland, Gent. Jan 15. Heelis, Appleby.

VERNON, Rev. WILLIAM HARDY, Wootton, Bedford. Feb 1. Holt and Son, Russell sq.

WAINWRIGHT, WILLIAM, Bardsley, Ashton-under-Lyne, Gardener. Jan 19. Tot and Broadbent, Ashton-under-Lyne.

WILLIAMS, GEORGE ARTHUR, Cheltenham, Bookseller. July 1. Wheeler, Cheltenham.

[Gazette, Dec. 24.]

ATKINSON, ALICE, Felling, Durham. Feb 1. Harle and Co, Newcastle-on-Tyne.

BEAVIS, JOHN, Winchester, Builder. Jan 14. Adams and Co, Winchester.

BLITH, MATILDA, Colchester, Essex. Feb 23. Howard and Co, Colchester.

BRADLEY, THOMAS SWANWICK, Cheltenham, Gent. Jan 29. Gale, Cheltenham.

CLARK, EDWARD, Thornley Colliery, Durham, Butcher. Feb 23. Stokes, Sunderland.

COMPTON, CHARLES, Bracknell, Berks, Coach Builder. Jan 30. Rooke and Son, Bedford row.

EVANS, JOHN LEWIS, Llanydysal, Cardigan, Corn Merchant. Jan 31. Williams, Llandilo.

FODDEN, EDMUND, Appledram, Sussex, Farmer. Feb 3. Sowton, Chichester.

GLOVER, ELIZA, Lower Tooting, Ironmonger. Jan 30. Stoneham and Legge, Philpot lane.

GOLDING, WILLIAM, Albany st, Regent's park, Chemist. Feb 3. Tolter and Sons, Doctors' Commons.

HENDRICKSON, Rev. WILLIAM LAWES, Shepherd's Bush. Feb 1. Hardisty and Rhodes, Great Marlborough st.

HINTZ, ALEXANDER, Langford pl, St. John's Wood. Feb 7. Hollams and Co, Mincing lane.

HUBBLE, WILLIAM, St. Leonard's-on-Sea, Gent. Feb 1. Hicks and Arnold, Wellington st, Strand.

KETTELWELL, ADAM STUART, Brunswick sq, Cumberwell, Shipbroker. Feb 1. Flew and Co, Mark lane.

LOCKYER, GEORGE, sen., Deptford, Kent, Chemist. Feb 7. Lockyer, Deptford.

LOWE, EDWARD WILLIAM DELANCY, Upper Berkeley st, Major-Gen., C.B. Feb 1. Taylor and Co, Bedford row.

MARSHALL, JOHN, Tweedmouth, Bewick-upon-Tweed, Farmer. Jan 31. Douglas, Berwick-upon-Tweed.

MCWHAN, ROBERT, Trannemore, Cheshire, Gent. Jan 23. Forrest, Liverpool.

SEARSBROOK, MARY, Deddington, Oxford. Feb 1. Faulkner and Coggins, Deddington.

SIMPSON, PHILLIP AMF, Lower Sutton, Devon, Yeoman. Feb 3. Lidscoe, Kingsbridge.

SINGLETON, CHARLOTTE ANN, Balham park rd, Balham. Feb 1. Taylor and Co, Bedford row.

SMITH, WILLIAM CANNON, St. Albans, Hertford, Gent. Jan 17. Wells, St. Albans.

STEPHENS, JOHN, Osborn st, Whitechapel. Botanic Druggist. Jan 31. Lockyer, Deptford.

SWAINE, WILLIAM EDWARD, Guildford. Feb 10. Milne and Co, Harcourt bldgs, Temple.

WEST, JULES ANTOINETTE, Pau, France. Feb 23. Burgynnes and Co, Oxford st.

[Gazette, Dec. 29.]

CANTER, NANCY, All Saints, Southampton. Feb 1. Bassett and Co, Southampton.

CHIFFORD, JOHN, Margate, Esq. Feb 1. Hewitt, Nicholas lane.

DICKSTANT, GEORGE CHARLES, Hannover, Germany, Steel Manufacturer. March 25. Broomhead and Co, Sheffield.

FEXER, JOHN, York, Whitesmith. Jan 12. Cobb, York.

GWILLIM, DANIEL, Benafort, Brecon, Grocer. Jan 15. Price, Benafort.

HERRING, JAMES, Marton-in-Cleveland, York, Farmer. Feb 17. Dadds and Co, Stockton-on-Tees.

HUTCHINGS, HENRY BURDOF, Young, New South Wales, Civil Engineer. Jan 31. Percy and Hutchings, Bournemouth.

KAPTON, CHARLES, Wimbomburg st, Clapham, Doorkeeper, House of Lords. Feb 4. Yelding, Great George st.

LAES, JAMES, Hope-within-Pendleton, Manchester, Gent. March 1. Wood and Co, Manchester.

LLOYD, THOMAS, Kidderminster, Worcester, Gent. Feb 1. Talbot, Kidderminster.

PRICE, WILLIAM, Camden Town, Esq. Feb 23. Shephard and Sons, Finsbury circus.

PURDY, JOHN, Wembdon, Somerset, Gent. Feb 2. Poole, Bridgewater.

SALT, ROBERT LWARD, Mote, Igham, Kent, Major, H.M.'s Army. Feb 1. Johnsons and Co, Austin Friars.

SMALLY, WILLIAM, Fleet st, Secretary, Society of Licensed Victuallers. Jan 31. Child, Doctors' commons.

STANFORD, JOHN FREDERICK, North bank, Regent's park, Barrister-at-law. March 25. Cree and Son, Gray's inn sq.

WOOD, JOHN, Mexborough, York, Bank Manager. Feb 1. Harrop and Harrop, Swinton.

[Gazette, Dec. 31.]

AMODIO, ALESSANDRO LUTGI, North Shields Shipbroker. March 1. Whitehorn, North Shields.

ANDREWS, ANN, Otley, York. Feb 4. Cranswick, Leeds.
 ANDREWS, THOMAS, Wednesbury, Staffordshire, Builder. Feb 28.
 Duignan and Co, Walesall
 BAKER, JOSEPH, Harrow-on-the-Hill, Farmer. Feb 1. Dommett,
 Gresham st.
 BENTLEY, JAMES, Chesham, Herts, J.P. Feb 15. Gedge, Old Palace
 yard
 BEST, REV THOMAS, Redrice, Andover. Jan 31. Dimond and Son,
 Cavendish sq
 CARDELL, RICHARD BOGHURST, Chatham. Feb 28. Reworth and
 Woodgate, Rochester
 COXWELL, EDWARD, Southampton, Gent. March 1. Bassett and Co,
 Southampton
 FUSSELL, JAMES FLOWER, Bristol, Solicitor. March 1. Fussell and
 Co, Bristol
 GADD, HENRY, Chichester, Gent. Feb 6. Raper and Freeland,
 Chichester
 HURRELL, MARY, Bocking, Essex. March 15. Veley and Cunning-
 ton. Brimtree
 GREENHALGH, HANDEL, Heywood, Lancaster, Tailor. Jan 29. Todd,
 Heywood
 HARGREAVES, JOSEPH, Much Wymondly, Hertford, Esq. March 25.
 Wade and Andrews, Hitchin
 MARGITON, JOHN, Ditchingham House, Norfolk, Esq. Jan 30.
 Hartcup and Sons, Bungay
 MEDWIN, PILFORD, Horsham, Sussex, Gent. Feb 5. Strangways,
 Theobald's rd
 MERTON, EDWARD, Clarges st, Middlesex, M.D. Feb 15. Gedge
 and Co, Old Palace yard
 MITCHELL, JAMES, Hockley, Birmingham, Licensed Victualler. Feb
 16. Pointon, Birmingham
 MOSES, JOHN, Copley, Durham, Miner. Feb 1. Parker, North
 Bondgate
 RAWES, ROBERT, Plumgarths, Kendal, Farmer. Feb 19. Thomson
 and Wilson, Kendal
 SLAUGHTER, MINELL, Binfield rd, Stockwell, Secretary. Feb 10.
 Ashurst and Co, Old Jewry
 SMITH, WILLIAM CAYTON, St Albans, Gent. Jan 17. Wells, St Albans
 SEAVANCE, CHARLES, East Stonehouse, Devon, Pensions Officer. Feb
 15. Heath, Devonport
 TENDRAL, ACTON, Aylesbury, Clerk of the Peace. March 1. Daven-
 port, Oxford
 VICKERS, JOSEPH, New Sheldon, Durham, Miller. Feb 1. Parker,
 North Bondgate, Bishop Auckland

[Gazette, Jan. 4.]

COUNTY COURTS.

SALISBURY.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Dec. 6.—*Re Thompson's Bankruptcy.*

Order and disposition—Goods entrusted to bankrupt as bailor—Consent of bailor.

HIS HONOUR, who had reserved judgment in this case at the last court, said:—This is an application by Henry George Thompson, the son of the bankrupt, asking for an order by the court directing that the trustee, Walter Friere Marreco, should deliver to the applicant the several goods and chattels consisting of articles of household furniture specified in an inventory annexed to an affidavit in support of the motion. The facts of the case are few and simple. The bankrupt, George Thompson, carried on, up to the 14th of August last, the business of an innkeeper at Salisbury, and on that day was adjudicated a bankrupt. It is alleged, and not denied, inasmuch as the facts stated in the joint affidavit of the father and the son must be taken as admitted, that the son, who is claiming this furniture, on giving up the business of an innkeeper at Salisbury, two years since, removed the whole of his furniture to his father's house, upon an agreement that, with the exception of a sofa and a bed for which there was not room in the apartments selected, the furniture was to be stored by the bankrupt, on a payment of £5 a year, two years of which have been paid. Any consent to the bankrupt having the use or control of the furniture or knowledge of its being used is denied by the son, but, as a fact, the whole of the furniture was found by the person put in charge by the trustee of the inn to form part of the ordinary effects of the bankrupt, and had been so used by him in the conduct of his business, and no doubt to third persons, customers, and creditors, it would present the appearance of being his own. So far indeed had the bankrupt dealt with the furniture as his own that he gave a bill of sale to a creditor which covered these as well as other articles. Upon these facts I am called upon to say whether the furniture claimed in this case falls within the provisions of the 5th sub-section of section 15 of the Act of 1869, which enacts, "All goods and chattels being at the commencement of the bankruptcy in the possession, order, or disposition of the bankrupt, being a trader, by the consent and permission of the true owner of which goods and chattels

the bankrupt is the reputed owner, or of which he has taken upon himself the sale or disposition as owner, form part of the assets of the bankrupt." In the case of *Ex parte Dorman, Re Lake* (21 W. R. 94), it was held that, according to the true construction of this sub-section, it is confined to cases where the bankrupt is in the sole possession of goods, as the sole reputed owner. It appears to me, on the facts, difficult to see where such sole possession or sole ownership could arise, unless there is gross fraud in the alleged fact that a separate room was taken and paid for by the son in order that his goods should be kept distinct from those of his father. No such sole possession or sole ownership could, as it appears to me, exist. In order to render goods in the possession, order, or disposition of a bankrupt, two things are required—first, they must be in his possession under such circumstances as to make him the reputed owner of the goods; and, secondly, they must have been left in his possession through some impropriety or *laches* of the true owner, under circumstances calculated to enable the bankrupt to obtain a false credit by inducing the world to look at him as the true owner (*Hamilton v. Bell*, 10 Ex. 545). In the present case, in the absence of fraud, and fraud is not alleged, it must be assumed that the applicant is the true owner, and that the furniture claimed was placed by him in a room specially set apart for his use, and for which he was to pay the sum of £5 a year in the nature of warehouse rent; that being so, it is difficult to say that the furniture in question was placed in the bankrupt's possession under circumstances which, in the eyes of the world, would make him the reputed owner, any more than when a man takes an unfurnished apartment at a rent, and places his goods in it, the landlord can be said to be the reputed owner or the sole possessor of his tenant's furniture. In my view of the facts of this case the dealing with the son's property in his absence by the father was a wrongful act which might have rendered him liable to an action for trespass, nor can I see any impropriety or *laches* on the part of the true owner here which enabled the bankrupt to obtain a false credit by inducing the world to look at him as the true owner. At the time the goods were taken from the room in which they were stored, the true owner was absent in London, and had no knowledge until after the bankruptcy of the fact of the removal, and any consent to such removal is positively denied by him. The cases show that if the possession by the bankrupt of the goods of others is due to a fraud upon the true owner, it cannot be said to be with his consent (*Ex parte Carlon, Re Birks*, 4 D. & C. 120; *Ex parte Bell*, 1 D. G. 577). In *Collins v. Forbes* (3 T. R. 316), it was held that when the bankrupt is in possession of the goods of another, *bona fide* with the consent of the other at the time of the bankruptcy, for a specific purpose beyond which he has not the right of disposition or alteration, such permission does not entitle the trustee to recover the value of the goods. If subsequent doubt had not been thrown upon this authority, it would be decisive of the present case; but it is still unquestioned law that a carpenter receiving timber to convert into a wagon, or a tailor to whom cloth is delivered to be made into clothes, have neither of them such a possession of the timber or the cloth as will constitute him reputed owner of it (*Re v. Egginton*, 1 T. R. 370; *Moore v. Barthopp*, 1 B. & C.). Nor can there be any reputed ownership of securities held for a specific purpose (*Belcher v. Campbell*, 8 Q. B. 1). On the same ground, goods sent on approval do not pass under the order and disposition clause until, either expressly or by implication, such approval has been given (*Smith v. Hudson*, 6 B. & S. 431, per Blackburn, J.). I have arrived at the conclusion, after carefully reviewing the various authorities, that there never was any consent given by the son that the bankrupt should have the order and disposition of this furniture, and that in fact it never came into his (the bankrupt's) possession otherwise than by a wrongful act on his part, and that with the exception of the sofa and the bed, which it is admitted were placed by the consent of the applicant in the hands of the bankrupt without restriction, the rest of the furniture must be given up by the trustee to the claimant in the case. There being no estate, there will be no order as to costs.

Nodder, for the bankrupt.

Poening, for the trustee.

BRADFORD.

Oct. 19.—*Gott v. Sutcliffe.*

In this case, Messrs. Wm. & Samuel Gott, Bradford were the plaintiffs in proceedings taken by them under the garnishee clauses of the County Courts Acts, by which they sought to attach certain assets in the hands of Lister, Sutcliffe, belonging to the estate of William Sutcliffe, deceased, who died in February last. At the date of his death, William Sutcliffe was indebted to Messrs. Gott in the sum of £30 13s. 8d. Letters of administration to his personal estate were granted to his widow, Annie Sutcliffe, in April last. On the 8th of July, Messrs. Gott sued Mrs. Sutcliffe, as administratrix, for the amount of their debt, and they recovered judgment by default, and under that judgment they levied an execution, by which they realized £5. They afterwards found that Lister Sutcliffe had in his hands certain debts due to the deceased's estate, and they thereupon took garnishee proceedings in August last for the purpose of attaching those debts with the view of satisfying the balance of their debt and costs. The case had been before the court on three occasions.

Berry appeared in support of the proceedings taken by Messrs. Gott, and

Greaves, for the garnishee debtor, Mr. Lister Sutcliffe.

His Honour, in giving his judgment, said that this was the first case in which he had had to consider the rights of a garnishee creditor to have a garnishee order made which was to attach all the assets of a deceased person. He was aware that it had been the practice of that court, and of all other courts, to issue default summonses without reference to the question of whether or not the debt was one due from the defendant himself or from the defendant in a representative character. He was satisfied that the power given by the Act of 1875 to issue default summonses was intended to be limited to cases in which the debt was due from the defendant in his individual character. One reason for that opinion was that there was a class of debts in respect of which a default summons could not be issued except by leave, and the question whether leave was granted depended upon whether the goods were supplied to the debtor in the course of his trade. Another class of debts required inquiry as to whether a debtor occupied a certain position—whether he was a servant or a minor. None of those could apply, it seemed to him, to a deceased person. Default summonses were issued frequently; and, if the defendants against whom they were issued did not appear to object to the jurisdiction, he was not prepared to say that judgment creditors could be deprived of their judgment. He thought that by receiving the summons, which must be personally served, and by not objecting to the summons on the ground that it was issued against him in a representative character, a defendant might be taken to submit to such judgment as the plaintiff could obtain upon that summons. The rule provided that where a defendant served with a default summons did not appear at the hearing, the plaintiff was entitled to judgment as a matter of course. But there was a difficulty—and to his mind it justified the view which he took—in reference to judgment recovered upon a default summons, in applying it to a judgment against a defendant in a representative character. The only judgment in a default summons was against an individual. He could conceive many cases in which the judgment creditor would prefer to sue an administratrix—calling her administratrix, and making it appear by her description that he was suing her in her representative character, and taking the chance of her not appearing, so that he might be able to get judgment against her individually. There might be cases in which a person should be the representative of an insolvent estate, and yet be perfectly solvent himself, and in which, the judgment being against the individual personally, the creditor of the estate found it to his benefit to know that he was suing a solvent representative, and took the chance of the representative not coming forward to resist the default summons, or to set up any special defence he might have—such as his not having received sufficient assets, or his having administered the assets he had received. The creditor of the deceased person adopted that form of procedure for his own benefit, and he must take the consequences of it. The consequence of taking the summons in that form, and the judgment founded upon that form, was that he established his right to a personal debt against the individual. There were many cases in which it would be greatly

to the advantage of the creditor to sue in that form, because if he did so, and did not get payment from the person against whom he had recovered judgment, he could issue a garnishee summons against any person who owed a debt to that person in his individual capacity. Suppose that the person against whom the judgment was obtained filed a petition for liquidation. He would then be entitled under that liquidation to priority, as a secured creditor, over all the other individual creditors in the administration of the assets. But in the case of any such liquidation proceedings, the fund in the hands of the garnishee debtor would not be assets of the administrator, and would not have passed to the trustee in the liquidation, because they would have to be used for the benefit of the creditors of the deceased intestate. He was anxious to proceed accurately in this case as far as he could, because he should like practitioners to understand what were the principles upon which he considered garnishee orders ought to proceed. He did not think that any such debt should be made the subject of a default summons, but if it was so made, then the only judgment that could issue upon that, however the debtor was described, would be one against the debtor in an individual capacity, and it appeared to him that the creditor deprived himself of the right to treat as a fund applicable to the payment of his debt any debt due to the administrator in the due course of the administration of the estate. He was very sorry indeed—sincerely sorry—that in such a jurisdiction as that, which was novel, and required to be exercised with great care and discretion, and which involved great responsibility, there was no appeal from the decision that a county court judge might come to. Unfortunately, there was no appeal whatever, and if he had been satisfied that Messrs. Gott were right, he should have had no hesitation in giving them what he considered they were entitled to. Being, however, of a contrary opinion, he felt that if he made the order he would be placing the garnishee debtor in a most perilous position. There was no decision to guide him on the subject, but, without fearing to make the order, which he would have made if he had felt that Messrs. Gott were entitled to it, he felt that the order ought not to be made. It was some satisfaction to him to feel that, if the contention of Mr. Berry was correct—that the plaintiffs would be secured creditors of the estate of the deceased—such security could be made available for their benefit in the administration suit which had been commenced.

The summons was then dismissed, with costs.

MANCHESTER.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

Jan. 1.—*Lawrence v. Simpson.*

Mr. Thomas George Lawrence sued Mr. James Simpson, head bailiff of the Salford Hundred Court of Record, for recovery of £11 13s. 2d., as damages arising from the negligence of the defendant in executing a writ of *fi. fa.* which the plaintiff had obtained against a debtor named Edward Ashcroft.

Nash appeared on behalf of the plaintiff, and Fleming, for the defendant.

The writ was issued on Friday, the 13th of August last, but was not executed until mid-day on the Tuesday following, when it was found that the debtor had made a deed of assignment of his goods to other creditors, such deed being dated the day previously. The evidence for the defence showed that in consequence of the holidays of the court being close at hand when the writ was issued there was great pressure of business, the assistant bailiffs being unable to execute the writs as soon as they generally did, owing to the large number placed in their hands. If special instructions had been given at the time the writ was sent to the head bailiff, that it was necessary or desirable to execute it at once, that would have been done, but no such instructions were given. The writ was, therefore, taken in its ordinary course, and given to an assistant bailiff, named Samuel Murray, for execution on Saturday afternoon. Murray served a number of writs in Rochdale, Heywood, and Bury on the Monday following, but was unable to execute the writ in question; he accordingly gave it the following morning to another assistant bailiff, named Barton, who, when he went the same day to serve the writ, found some one in possession under the deed of assignment.

His Honour held that the writ had, considering the circumstances of the case, not been delayed for an unusual length of time, and gave judgment for the defendant, with costs.

BRIGHTON.

(Before A. MARTINEAU, Esq., Judge.)

Nov. 5.—*Sampson v. Marshman*.

This was an action brought against the lady superintendent of the Brighton Female Convalescent Home, to recover damages, laid at £50. The plaintiff was a London clerk, whose wife was admitted to the Home and was afterwards attacked by scarlet fever. The action was based on the ground of the alleged negligence of defendant in introducing Mrs. Sampson into a room in the Home too soon after another person had been taken ill of scarlet fever, by which, it was contended, Mrs. Sampson became infected by that disease and had since suffered much pain and organic debility. It was explained that persons were admitted to the Home by small payments, and it was urged that, however small and inadequate the payments were, it did not absolve defendant from the necessity of warning Mrs. Sampson of the danger she was running.

His Honour, in giving judgment, held that it was not proved that plaintiff's wife had caught the fever at the Home. The institution was of a charitable character, and being so, a charge against it should be fully proved if made, and he was not satisfied on that point. Precautions had been taken to disinfect the place, and though it was their bounden duty to give a truthful answer if questioned, he did not think it incumbent on lodging-house keepers, and others like defendant, to volunteer information as to there having been fever in their house, supposing, of course, that proper precautions had been taken. He gave a verdict for defendant, with costs.

LEGISLATION OF THE WEEK

HOUSE OF LORDS.

JAN. 7.—BILLS READ A FIRST TIME.

Judicial Committee (Lord Chancellor).

Burials Act (Removal of Doubts) (Lord Chancellor).

JAN. 10.—BILLS READ A SECOND TIME.

Burials Act (Removal of Doubts).

Judicial Committee.

HOUSE OF COMMONS.

JAN. 7.—BILLS READ A FIRST TIME.

Corrupt Practices at Parliamentary Elections (The Attorney General).

Ballot Act (Continuance and Amendment) (Sir C. Dilke).

[Upwards of sixty Bills introduced by private members were also read a first time.]

JAN. 11.—BILLS READ A FIRST TIME.

Married Women's Property (Mr. Palmer).

Naval Discipline Act, 1866, Amendment (Mr. Trevelyan).

Sale of Intoxicating Liquors on Sunday (Mr. Stevenson).

Care and Treatment of Lunatics (Mr. Dillwyn.)

On Wednesday last, says the *Times* reporter, Lord Coleridge, on taking his seat, was asked to put off one or two cases in which Mr. Murphy, Q.C., who is on circuit as a commissioner of assize, is engaged as counsel, and he at once acceded to the application, and said that any case under similar circumstances would be put off, and might be deemed to be so put off, on notice to the associate. It may be mentioned that there was a great improvement noticed in the cause list, from which all the cases postponed were left out, so that the list only contained the causes ready for trial, and, therefore, it now represents what is the real work to be done. Even as thus reduced, however, the cause list contained the names of 734 causes. Many of these have already been appointed for particular days up to the 21st of February. It is clear, therefore, that sittings at *Nisi Prius* will be held continuously during the assizes, except on the two days a week when the Divisional Court sits *in Banc*.

COURT PAPERS.

HIGH COURT OF JUSTICE.

HILARY SITTINGS, 1881.

QUEEN'S BENCH DIVISION.

NEW TRIAL PAPER.

For Argument.

London, Harris v Truman, Hanbury, & Co	Field, J	York, Jackson v Lovell	Bowen, J
London, Bunnell & Co v Potter & Sons	Field, J	Warwick, Ford v Osborne & anr	Field, J
London, Whiting v Martin	Bowen, J	Middlesex, Lords Commrs of the Admiralty v Temperley & ors	Bowen, J
London, Dickenson v Norris	Field, J	Middlesex, Corbett v Woolton	Williams, J
Surrey, Shilton v White & anr	The late L C Justice	London, Foreign & Col Government Trust Co, limd, v Peirson	The late L C Justice
Liverpool, Wappers v Imperial Marine Insurance Co	Baggallay, L J	Middlesex, Pinder v Patrick	Williams, J
Leeds, Wheeler & anr v Gray	Bowen, J	Middlesex, Hayes v Cordingley	Williams, J
Dorset, The Queen v Inhabitants of Dorset	Ld Coleridge	Middlesex, Percival v Hughes	Manisty, J
York, Feldman v Margeson	Bowen, J	London, Craven v Norman	Williams, J
Lincoln, Bunting, jun, v Morley	Field, J	London, Brown v Rolt & Co	Williams, J
Shearburn v Salter			
Offi Ref, G M Dowdeswell, Esq			
York, Jackson & anr v Lovell	Bowen, J		

SPECIAL PAPER.

Gt Western Ry Co v Sirhowy Ry Co	special case	Goffin v Donnelly	dem
Morris & ors v Budden & anr	dem	Cooling v Smart	dem
The Rhodes Bank Coffee Palace Permanent Benefit Building Society v The Union Bank of Manchester	dem	Young & Co v Mayor, &c, of Royal Leamington Spa	spec case
Vickers v Allen	dem	Wing v Undermaur	dem
Harford v Cheney	dem	Lissner v Sarnar & ors	dem
Stallard v Toms & Co	spec case	Mayor, &c, of Rochdale v Justices of the Peace for the County of Lancaster	spec case
Jones v Welford	dem	Calif Hey Mill Co, limd, v Anderson Bros	spec case
Linken v Green	spec case	Paghhouse Mill Co, limd, v Same	spec case
Hurst v Johnson	spec case	Marsden & anr v Meadows, Salmon claimant	spec case
Shankland & Co & anr v Bain	dem	Truett v Allen	dem
In re Ingram v Mayor, &c, of Leeds	spec case		

ENLARGED RULES AND ORDERS.

The Queen v R P Turner	The Queen v E Cockerham, Esq., & anr, Ja's & H Wood
The Queen v W T S Daniels, Esq., & A Tillotson & ors	The Queen v The Justices, &c, of W & Yorkshire
The Queen v W W West, Esq	In the Matter of an application of James Brown against the G W Ry Co
In re Lund & anr	
The Queen v Rev H M Fletcher	
In re Darlow & anr	
In re Angus & ors	

CROWN SIDE.

Rule standing for Judgment.

The Queen v The Recorder of Birmingham

CROWN PAPER.

The Queen v Williamson	The Queen v The Hollingbourne
The Queen v Edgcombe	Poor Law Union
	The Queen v Brown

APPEALS FROM INFERIOR COURTS.

Bentley v Beckwith	Dyson v London & N W Ry Co
Hudson v Arnold	Sotherton v Scott
Dudley Gas Light Co v Warmington	Gt Western Ry v Churchwardens, &c, of Ilminster & Assessment Committee of Chard Union
Neave v Coombes	In re the Companies Act, 1862, 7, & 1877, and of the Building Societies Act, and In re Swansea Cambrian Benefit Building Society
Coleman v Churchwds, &c, of the Parish of Birmingham	Milson v Challis
Gould & ors v Bacup Local Board	Torquay Market Co v Small
Turnbull & ors v Appleton	
Barnes v Vories & anr	
Barnes v Harryman	
Guardians of Fulham Union v Guardians of Isle of Thanet Union	

COMMON PLEAS DIVISION.

REMANET PAPER.

NEW TRIALS.

Middlesex, Nowell v Williams	— Lord Coleridge pth d
	Easter Sittings, 1880.

Manchester, Chapleo & Wife v The Permanent Building Soc	and Smith & ors
To stand over until Appeal disposed of.	Lord Coleridge

NEW TRIALS AND MOTIONS FOR JUDGMENT

Michaelmas Sittings, 1880.

Exeter, Bulteel & anr v Curtels	Winchester, Cooper v Thiberson
London, Coleridge	Cooper v Warrington
Bodmin, Rowe v Reynolds & anr	Lord Coleridge
Grove, J	

Bristol, Adams v The Severn & Canal Carrying, &c, Co, lmd
Lord Coleridge
Gloucester, Whitehouse v London & N Western Ry Co and Gt Western Ry Co
Fr, J
London, Young v Sonora Co & ors
Lord Coleridge
Middlesex, Simmons v Marsden, jun
Lord Coleridge
Middlesex, McEay & Co v Perry & Co
Lopes, J
Middlesex, Thornhill v London,

Chatham & Dover Ry Co
Lord Coleridge
Middlesex, Hancock v Baker & Sons
Lopes, J
Middlesex, Hancock v Baker & Sons
Lopes, J
(Motion for judgment)
Middlesex, Pearce, Lever & Co v The Lombard Building Society
Lopes, J
(On affidavit)
London, Frost v Fownes & ors
Lindley, J

PEREMPTORY PAPER.

In the Matter of an Arbitration between Wythes & anr & Belinaghu & ors
Enlarged to first day of Hilary Sittings, 1881.
Marsh, J v Bolckow, Vaughan & Co
Enlarged to first day of Hilary Sittings, 1881.
In the matter of a Solicitor
Enlarged to first day of Hilary Sittings, 1881.
In the matter of Burt, Bolton & Co and Pokorney, Fielder & Co
Enlarged to first day of Hilary Sittings, 1881.
In the matter of a Solicitor
Enlarged generally and Master to report.
In the matter of a Solicitor
Enlarged generally and Master to report.
In the matter of Joseph Odell and in an action of Judge v Green
Enlarged generally and Master to report.

SPECIAL PAPER.

Special Cases (to be heard before two or more judges).
Demurrs (to be heard before one judge).
Mason v Elmslie & Co
Bathany v Bouch & ors
Mosse v Killick
Widdecomb v Westwood
Haddon v Crawley

APPEALS FROM INFERIOR COURTS.

Barber v Stone & anr
Hicks & Sons v Army and Navy Provision Market Co, lmd
Rowe v Harvey Dredge (clmt)
Thorman v Dodds Bros & Co
Goldsmith & anr v Gt Eastern Ry Co
Waters v Martin
Stevens & Sons v Woodward & anr
Foljambe v Fullwood
Mason v Goodacre
Borton v Morris
Richardson v Saunders
Cornell & Cornell v Fairlie
Dibdale v Pryke
Preece v Morgan

EXCHEQUER DIVISION.

NEW TRIAL PAPER.

For judgment.
London, Barton v Ommamey
Sir H Hawkins

For argument

Liverpool, Moscrop v Newbold & ors
Thesiger, L J
To be heard before three judges.
London, Bouffier v Levy & anr
Pollock, B
11th June, 1880, ordered to stand over till rule in Court of Appeal argued.

Middlesex, Green v Stewart & Huddleston, B
London, Akerblom v Price and Pollock, B

To be heard before three judges.

Middlesex, Cummings v Gt N Ry Co
Warwick, Coleman v L and N W Ry Co
Huddleston, B
Middlesex, Jaques v London Tram Co
London, Bowen v Lloyd
London, Piggott v Turner
Stephen, J
Middlesex, Hicks v Faulkner
Stephen, J
Middlesex, Digby v Whelpy
Stephen, J
London, Caslake v Bywaters and ors
Stephen, J
London, Grant v Holland
Stephen, J
Chelmsford, Griffin v Keates
Patent Safe and Lock Co, lmd
Cambridge, Dobede v Fisher
L C Baron
Norwich, Lombe v Cooper and ors
L C Baron
Middlesex, Hyman and anr v Nye and Sons
Sir H Hawkins
Gloucester, Clarke, trustee, & v Walker
Fry, J
Maidstone, Hutton v Vale
L C Baron

DEMURRERS.

National Provincial Bank of England v Harle and ors
dem to deft Harris's defence
Garnes and Wife v Blake & Weall
dem to reply
Moss v Hadley
dem to 3rd par of reply
Hughes v Burgess and ors
dem to claim
Hodgson v Pryor and ors
dem to claim
Humphreys v Griffiths
dem to claim
Henton v The Albert Edward
Permanent Building Society
dem to claim
Simpson v Hartley
dem to claim
Oak Pitts Colliery Co, lmd v City of Dublin Steam Packet Co
dem to defence and counter-claim
Jones v Simmons
dem to counter-claim
Hunter v Lever
dem to claim
Thorpe and ors v Bestwick
dem to defence
Fenwick and anr v Shaw
dem to deft's set-off

SPECIAL CASES.

H.M.'s Principal Secretary of State for War v Horaman
Kino v Pilbrow
Lander v Railway Passengers' Assurance Co
James Walk and Co v Mersey Steel and Iron Co

CASES STANDING FOR JUDGMENT.

Barton v Ommamey
in New Trial Paper
Baron Pollock and Sir H. Hawkins, 12th June, 1880.
James v Heron
Baron Pollock and Justice Stephen, 7th Dec, 1880.

APPEALS FROM INFERIOR COURTS.

For Judgment.

Liverpool, Dillon v Heron

For Argument.

Kent, Rochester, Pepper v Blaisberg (pt hd)
Middlesex, Bow, Nicholson and ors v Nicholson

Reinstated.

Met Pol Dis, Murray v Davies

To be argued before three Judges

Surrey, South Eastern Ry Co v London, Same v Ter Horst and Chwdns of Lambeth
Middlesex, Bow, Vernede v Cardigan, Aberystrwith, Attborough v Hughes
Willsmer
Momouth, Lloyd v Overseers & of Liandogo
Carmarvonshire, Pwllheli, Morris v Roberts
Yorkshire, Bridlington, York, Palin v Harrison
London, Bachman and anr v Lancashire, Simpkin v Robinson
Brasch and anr
Liverpool, Marcus v London and Northampton, Towcester, Lockton v Wrighton
N W Ry Co
Surrey, Hare v Chwdns, &c, of Devon, East Stonehouse, Pooley v Putney
Sampson
London, Drysdale v Jones and London, Kellock and Co v Proprietors of Butler's Wharf
Sussex, East Grinstead, Hyder v London Brighton and South Coast Ry Co

REVENUE PAPER.

Att-Gen v Mitchell and Gibbon
cause on English information
and answer
Att-Gen v Noyes
cause on English infmtn and answer
Att-Gen (informant) and the Mayor, &c, of Kingston-upon-Hull and Thomas Spurr v Sir F A T Clifford Constable an Thos Constable
Att-Gen (informant) and the Humber Conservancy Commrs and ors in Kingston-upon-Hull v Same
Att-Gen (informant) and the Withernsea Pier Co, lmd, v The Same

EXCEPTIONS TO ANSWERS OF DEFENDANTS.

Att-Gen (informant) and the Met Ry Co and John Bell (defts)
The British India Steam Nvgtl Co, lmd, and the Commrs of Inland Revenue
cause on Appl from adjctn of Commrs under the Stamp Act, 1870
Att-Gen (informant) and the Met Dis Ry Co and George Hopwood (defts)
cause by English information

CASES STATED PURSUANT TO 37 & 38 VICT. CAP. 18.

Corporation of Reigate v Barber, Surveyor of Taxes
Coomber, surveyor, &c, v Justices of County of Berks
Erichsen (Copenhagen Telegraph) v Last, surveyor, &c
Justices of Oxfordshire (Police Station) v Rolfe, surveyor, &c
Dodson, surveyor, &c, v Walker and Mande
Same (County Hall) v Same
Keen, surveyor, &c, v Farlow
Stoker v Abbott, surveyor, &c
The Homer Hill Colliery Co, lmd, v Leech, surveyor, &c
Whitwell, surveyor, &c, v Manby
The Gt Western Ry Co v Musgrave, surveyor, &c
Justices, &c, of County of Warwick v Thrift, surveyor, &c
Rolfe, surveyor, &c, v Hyde and Co
Jeans, surveyor, &c, v E Crawshaw and W Crawshaw
The Aberdare Rhondda Coal Co, &c, lmd, v Newman, surveyor, &c
Gaird, surveyor, &c, v Worthem
City Bank v Last, surveyor, &c
Sun Fire Office Co v Same
Jewett, surveyor, &c, v Moss (for Justices of Lancashire)
Chapman, surveyor, &c, v Royal Bank of Scotland
Midland Ry Co v Blake, surveyor, &c
Mersey Docks and Harbour Bd v Lucas, surveyor, &c
Last, surveyor, &c, v London Assurance Corporation
Martin, surveyor, &c, v Trustees of Congi Memorial Hall
Bowers, surveyor, &c, v Justices of Peace for Co of Cumberland
Dodson, surveyor, &c, v London and N W Ry Co v Masgrave, surveyor, &c
Pacey, surveyor, &c, v Horsley
and N W Ry Co v Masgrave, surveyor, &c
Costell, Inspector of Taxes, v Justices of Co of Monmouth

COURT OF APPEAL.

Bankruptcy Appeals.

FROM THE LONDON BANKRUPTCY COURT.

In re Musgrave
Ex parte Hoare & Co
In re Garrud
Ex parte Newitt and anr
In re Alven
Ex parte Hall and anr
In re Leyman
Ex parte The Trustee
In re Packman
Ex parte London and County Banking Company
In re Ward
Ex parte Bennett

In re Bousted
 In re Bousted
 In re J. G. H. MacCalla
 In re J. P. Yeatman
 In re Gelder
 In re Kitchen
 In re Woodman
 In re Rifford & Co
 In re Wilkinson
 In re Simons & Co
 In re Orbell
 In re Brenner
 In re Payne & Kennett
 In re Thomas
 In re Fothergill
 In re Witton and ors
 In re Revitt
 In re Batey

Ex parte Rogers and Co
 Ex parte Rogers & Co
 Ex parte Mc Laren and Walker
 Ex parte J. P. Yeatman
 Ex parte Sargeant
 Ex parte Young
 Ex parte Boyes
 Ex parte Shubbrook;
 Ex parte Stubbings
 Ex parte Allard
 Ex parte Evans
 Ex parte Saffery
 Ex parte Greener and anr
 Ex parte Baroness D'Eresby
 Ex parte Winter
 Ex parte Armitage
 Ex parte Sirett
 Ex parte Emanuel

HIGH COURT OF JUSTICE.

MIDDLESEX.—HILARY SITTING, 1881.

This list contains all cases entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given, and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury; up to and including 12th January, 1881.

The actions which have been entered but for various reasons are at present not ready for trial are omitted from this list. Such of them as become ready during the present sitting will be inserted as nearly as possible in their original positions.

LIST OF ACTIONS FOR TRIAL.

1 C P Kent (Wilkinson and D) v Benjamin (J A Waring)
 2 Ex Pepperell (G M Cooke) v Simpkin, Marshall & Co (Day & C)
 3 Ex Briggs (Wyatt and B) v Jenkinson (Berry and B)
 4 C P Tasmanian Main Line Ry Co (Wilson B and C) v Clark and ors (Blunt, T and Co; Burchells; Hargrove and Co) SJ
 5 Ex Tibbottson (Bordman) v Buckley and ors (Jukes and Co)
 6 B P Tipples (G Crafter) v Budden (Stollard and W)
 7 Ex Parkes (T W Goldring) v London and St Katherine Docks Co (W M Bacon)
 8 Q B Redmond (Wontner and Sons) v Gamble (Lewis and L)
 9 Ex Belli (P A Hanrott) v Lane (Foss and Legg) SJ
 10 Ex Martin (W B Brook) v Dunn (A T Hewitt) without jury
 11 Q B Brewis (C O Humphreys and Son) v Stacpoole (S Scott) SJ
 12 C P Flower and ors (Flower and N) v Palmer and anr (Hubbard, Son and R)
 13 C P Ford, trustee, &c (G L P Eyre & Co) v Hastings (S S Seal)
 13* Q B Goldschmidt and anr (J R Macarthur) v Ecclesiastical Commrs and ors (White, B and W; Few and Co; Wiloughby and W) SJ
 14 Q B Sandeman (Harrison, B and H) v Harrison and ors (W Rawlins)
 15 Ex Sharkey (Scott and Co) v Hudson (J Payne)
 16 Ex Cowell (W H Hargrave) v Simpson (Wolferstan and Co)
 17 Ex Brill (G C Whitworth) v Brauch and anr (Finnis and W)
 18 Q B Stutchbury (R Chandler) v Anning (Keene, M and B)
 19 Q B Gregory and Co (Lambert, Petch and H) v The Countess of Perth (W H Smith)
 20 Q B Angell and anr (Layton, Son and L) v Truefit (West, K A and Co) SJ
 21 C P Carr, Gomm and anr (Still and Son) v Short and ors (W Beck)
 22 C P Anglo-Ameon Cattle Co (Pawle, F and C) v Wood (Watson, Sons and R) SJ
 23 Ex Hughes (R Wilson) v Bond (Brownlow and H)
 24 Ex Lewis (E I Sidney and Son) v Reynolds (Curtis and B)
 25 Q B Knight (W and A R Ford) v Yates and Co (G Thompson) SJ
 26 C P A E Ball, Trustee of Lee (Finnis and W) v Warwick (N White)
 27 Ex Webster (Bordman and Co) v Martin and anr (W Morley)
 28 Ex Dixon (J T Moss) v Met Board of Works (R Ward) SJ
 29 C P Jackson and ors (Hedges and B) v Fletcher and ors (Walker B and Co; W W Wynne; Vanderpump and Co)
 30 Ex Bader (Morten & C) v Martin (A W Hurrell)
 31 C P White (H E Toovey) v Burton (Stoneham and L)
 32 Q B Middleton (J B Lodge) v Marshall and anr (W C Stoker) without jury
 33 Ex Worthington (Dean, Chubb and Co) v Sudell (P Goode)
 34 C P Toovey (He E Toovey) v Farquharson (E M Hore)
 35 Q B Vreones (F W Denny) v Bratzall (G F Bell)
 36 Ex Broeman (Harting and Son) v Bignold (G E Carpenter) SJ
 37 C P Shaw (S Francis) v Deardon (Micklethwait and Co)
 38 Q B Daws (B Hutchinson) v Lond Gen Omnibus Co, Id (Harries, W and R) SJ
 39 Q B Plummer (Same) v Same (Same) SJ
 40 Q B Carter (Same) v Burton (L Hand)
 41 Q B Sherrin (Same) v Carle (J H Child)
 42 Ex Burton (C Turner) v Davids (W Beck)
 43 Q B Smith (E A Swan) v Hankey (Abbott, J and Co)
 44 Q B Blades (W H Marshall) v Saichwell and anr (T O Dear)
 45 Ex Hawkins (Parkins, L and O) v Ewer (Harper, B and B)
 46 C P Rowney (Wild, B and W) v King (W A Downing)
 47 Q B Tibbit and anr (Wright and L) v Edwards (H H Hughes)
 48 Q B Martin (C Butcher) v Cox (Rutter and Son) SJ
 49 Ex Fosse (Leary, L and P) v Baker (Venn and W)
 50 C P Wilkins (G H Finch) v Tullidge (R Chandler)
 51 Ex Aston (Crowder, A and V) v Pickford and Co (T Beard and Sons)
 52 Ex Breadalbane (R S Taylor, Son and H) v Foakes (N Bennett)
 53 Ex Same (Same) v Same (Same) 2nd action
 54 Q B Chidley (C O Newman) v Bennett (Barton and P)

55 Q B Roberts (C A Jenkins) v The Boston Guardian Newspaper Co, lmd (Wright and P) SJ
 56 Ex Griffin (G M Cooke) v England (B Hope)
 58 Ex Webb (E R Phillips) v Lies (Taylor and Hales) without jury
 58 Q B Rutty (T M Orledge) v Nicholson (Nash and F)
 59 C P Clement (Digby and T) v Stanley (A T Cox)
 60 C P Birkett (C Harris) v Anson and anr (Flux S and Co)
 61 C P Foster (Buldon, Grove and Co) v Edwards (Singleton and T)
 62 Ex Elvin and Son (W T Ricketts) v Braid, Junr (J H Jones)
 63 Ex Newman (Same) v Bockett (Bockett and Son)
 64 Ex Barnard (J Emanuel and Co) v Fowler (Guscombe and Co)
 65 Ex Aylmer (Same) v Evans (J V Musgrave) without jury
 66 Ex Ryan (J Mason) v Braid and anr (J Nicholls)
 67 Q B Murray (W W King) v Wood (Wontner and Sons) SJ
 68 C P Parsons (Sheffield and Sons) v Graves (W J Foster)
 69 Q B Ash (Culpeper and Co) v Lee (R Charles)
 70 Ex Cockx (T W Buckler) v Gaher (Thompson and W)
 71 C P Clark (S A Tucker) v Hitchins (J E Coxwell)
 72 Ex Cross (Welman) v Kealey (In person)
 73 Q B Horton (Guscombe, W and D) v Goody (A Leslie) SJ
 74 Q B Pinch (J Cotton) v Gorman (W H Armstrong)
 75 Q B Jacobs (Same) v Smith and Gale (O G Harman)
 76 Q B Williams (T D Dutton) v Monico and anr (Rooper and W) SJ
 77 Ex Dagnall and ors (Wyatt and B) v Molony (W L O'Neill)
 78 Q B Smith and Wife (J E Coxwell) v North Met Tram Co (H C Godfrey) SJ
 79 Ex Gifford and anr (Stopher and R) v Power (Chapman, T and P)
 80 Q B Robertson and anr (Ingram, H and I) v Taylor and ors (Pawle, F and Co) SJ
 81 C P Dawe and anr (Wright and L) v Graves (Blackford, R and Co)
 82 Q B Gibbins (C H Hodgson) v Macfarlane (R C Chapman) without jury
 83 Ex Miller (A C Lewis) v Milman and anr (Hare and F) SJ
 84 Ex Tildard (R K Bartlett) v Barnes (W A Crump and Son)
 85 Ex Bird (W Evans) v Knowles (W S Fox)
 86 Ex Moore, trustee of Webster (Emmet and Son) v Woolley (Sollard and W) SJ
 87 C P City of London Discount Corporation, lmd (W H Roberts) v Beall (In person)
 88 Q B Burley and anr (F W Snell and G) v Lingham Bros (Ullithorne and Co)
 80 Ex Allen (Rollie and Sons) v Massey and Wife (Parkers) SJ
 90 C P Barret (Cronin and R) v Benton and anr (Dubois and R)
 91 Q B Bennett (Lewis and L) v Leah (Kent and K)
 92 C P Allen (Wilkinson and D) v Rendle (Dubois and R) SJ
 93 Ex Bradley (R C Green) v Lea (E Pooley)
 94 C P Lord Ashburton and anr (White, B and W) v Great Western Ry Co (R Nelson) SJ
 95 C P Michell (Simpson and P) v Rowland (J B Churchill)
 96 C P Russell (T W Baldwin) v Bull and ors (Stocken and J)
 97 Ex Sherrin (F G Gorton) v South Eastern Ry Co (W R Stevens) SJ
 98 Ex Grimstone, admr, &c (Paterson; Son and B) v Nunn per son
 99 Q B Joseph (G Robins) v Geem (W Beck)
 100 Q B Pope (Collins and W) v The Wanzor Sewing Machine Co, lmd (Lyne and H)
 101 Q B Pocock (Merriman and P) v Howcroft and Watkins (Taylor, H and T)
 102 C P Marshall (Field, S and Co) v Morrison (Le Riche and Son)
 103 C P Ladd (J Chapman and B) v Burt and ors (Wild, B and W)
 104 Q B Fulwood (Nash and F) v Hickey (J and E Scott)
 105 C P Sprowl (J J Watts) v Waterlow and Son, lmd (Lousanda and E)
 106 Q B Dickinson (A R Steele) v Conron (Chappell, Son, and G)
 107 C P Brown (W Maynard) v Sutton (J Attenborough)
 108 C P Cooper (Lockyer) v Finn and anr (Shum, C and Co) SJ
 109 Q B Neux (C A Brabams and Co) v Argies (Argies and Co)
 110 C P Blake (Biggenden) v Hayer (Angell and Co)
 111 C P Bastendorf (J E Lickfold) v Parkess (Hopwood and Sons)
 112 Q B Diamond (Underwood, Sons, and P) v London and N W Ry Co (R F Roberts) SJ
 113 C P Brewer (Woodbridge and Sons) v Chichester (C A Jenkins)
 114 Q B Sargent (J N Mason) v Abbotts and ors (Layton, Son, and L)
 115 Q B Sowerbutts (Chappell and G) v Parkes (Jones)
 116 Ex Chandler (Austen, De Gex and Co) v Mantland (J S Fowler)
 117 Ex Francis (W Arnold) v Forsdick (Wills and R)
 118 Ex Jacobs (J Cotton) v Central Bank of London (R Voss)
 119 C P Tremora (Nye and G) v London General Omnibus Co (Harries, W and R) SJ
 120 Ex Wilson (Freeman and W) v Cornu and anr (Cronin and B)
 121 Q B Colbert (Lewis and L) v Powell (W T Boydell)
 122 Ex Robertson (W O Rander) v Great Northern Ry Co (Nelson, B and N) SJ
 123 Q B Potter (Sympson, W and T) v Cotton and ors (Tweedie and Co; Marsden and W) SJ
 124 Q B Morris and ors (Day and C) v Budden and anr (Prior, B, C and A)
 125 Q B Kreeft, Howard, & Co (Fry and H) v Jose Primm (Ellis, M and Co)
 126 Q B Collins (Walker and Son) v London Tram Co lmd (H C Godfrey)
 127 Q B Over (Gedge and Co) v Haywood (Druce, Sons and J) SJ
 128 C P Shubrook (F Taylor) v Tufnell (Holmes and Son) SJ
 129 Ex Evison (Taylor and J) v Rhipeshal and anr (R Wood)
 130 C P Bonney (Woodbridge and Sons) v Henwood (S Roberts)
 131 Q B Price (Brundrett, R and G) v Lettewre (W and A R Ford) SJ
 132 Ex Holmes (J T Moss) v Borough Wharves and Warehouses Co lmd (Starkey and Co)
 133 C P Marriage (G C Lea) v Pilley (H Morris)
 134 C P Koen (A B H Jones) v Bates (T Allingham) SJ
 135 Ex Stiles (Lewin and Co) v Williams (Hicks and A)
 136 Q B Taylor (Denton, H & T) v Upton (Morten and C)

- 137 Ex McManus (Hogan and H) v Quinn (W A Brown)
 138 C P Nickoll (J Harwood) v Nickoll and anr (Blachford and Co)
 139 C P Mason (F Needham) v Elmalle and ors (In Person)
 140 C P Jacobs and anr (M S Rubinstein) v Meyers and anr (Kent and K)
 141 Ex Newitt (Nelson, Son and H) v Paxton (Lucas and Sons) SJ
 142 C P Western District Bank Ltd (Tillard, G and H) v Brougham & Co (Ullithorne and Co)
 143 Ex Martin (W G Morris) v Posno (Green and C)
 144 C P Mortlock and anr (F Taylor) v Fitzgibbon and ors (Harting and Son; Beaumont and W)
 145 Ex Hounsell (E Hounsell) Luttman and anr (E Beall)
 146 C P Bailey (Ashurst, M and Co) v Braum (T Micklem, junr) SJ
 147 Ex Armitage (J Pence) v Underwood (Ellis, M and Co)
 148 Ex Knowles (H J Liggins) v Steele (Wedlake and L)
 149 C P Willis (Lewis and Sons) v Edwards (J E Coxwell)
 150 Q B Brown (Johnson and W) v The London and North Western Ry Co (R F Roberts) SJ
 151 Ex Chappell (W Eley) v The Eltringham Colliery Co (Pyke and P)
 152 Ex Hess (Same) v Rother (Plunkett and L)
 153 Q B Pretlove (W P Moore) v North Met Tram Co (H C Godfray) SJ
 154 Q B McKenzie (H W Christmas) v The General and Equitable Advance Co (J S Kisch)
 155 A B Coombs (Best, Webb, and Co) v Riley (H Windybank) without jury
 156 Q B Dards (Ovans and Co) v Sparrow (In Person)
 157 Ex Ward (E W Owles) v Leggett (Tilly and S)
 158 Ex Jennings (Keene, M and B) v North Met Tram Co (H C Godfray) SJ
 159 Ex Wilson (Taylor and J) v Great Western Ry Co (R R Nelson)
 160 Q B Field (C V Field) v Baker and ors (E Lloyd)
 (To be continued.)

SALE OF ENSUING WEEK.

Jan. 19.—Mr. ALFRED BEAL, at the Mart, at 1 for 2 p.m., Revision (see advertisement, Jan. 8, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

- EVANS.—Jan. 3, at Abernethy, the wife of G. H. P. Evans, of Loves-grove, Cardiganshire, and of Calcutta, Esq., barrister-at-law, of a son.
 FINNIS.—Jan. 9, at Prospect House, Turnham-green, the wife of Robert Fitz Finnis, solicitor, of a son.
 ROGERS.—Jan. 6, at 84, Watergate-street, Chester, the wife of William Rogers, solicitor, of twins—a son and daughter.
 SWIFT.—Jan. 11, at 45, Westbourne-terrace, Hyde-park, the wife of Herbert H. Swift, Esq., barrister-at-law, of a son.

MARRIAGE.

FITZGERALD—LENNARD.—Jan. 7, in Paris, by the Abbe Muller, and afterwards at the British Embassy, John D. FitzGerald, of the Inner Temple, barrister-at-law, to Emma Yeolda, daughter of Sir Thomas Barrett Lennard.

DEATHS.

- DRUCE.—Jan. 10, Charles Druce, Esq., of Denmark-hill, and No. 10, Billiter-square, London, aged 88.
 O'DOWDA.—Jan. 8, Robert O'Dowda, barrister-at-law, late of the Supreme Court, Calcutta.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Jan. 7, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Kanfmann, William, Wells st, South Hackney, Baker. Pet Jan 4. Brougham. Jan 15 at 11
 To Surrender in the Country.
 Dunham, William, Presten in Holderness, York, Grocer. Pet Jan 3. Rolitt. Kingston upon Hull, Jan 21 at 3
 Johnson, William Jackson, Sunderland, Durham, Innkeeper. Pet Jan 4. Ellis. Sunderland, Jan 18 at 11
 Nuttall, William, Whetstone, Leicester, out of business. Pet Jan 3. Ingram. Leicester, Jan 21 at 11
 Fryer, Clement, Moss Side, nr Manchester, Commission Agent. Pet Jan 3. Hulton. Salford, Jan 19 at 11
 Robertshaw, William, Bradford, York, Woolstapler. Pet Jan 5. Lee. Bradford, Jan 25 at 12

TUESDAY, Jan. 11, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Lemay, Allan, Blackman st, Newington, Hosiery. Pet Jan 7. Brougham. Jan 26 at 11
 To Surrender in the Country.
 Millership, Thomas, Hereford. Pet Jan 8. Carless, jun, Hereford, Jan 26 at 10.30
 Pinnick, A W, Totton, Hants, Wine Merchants. Pet Jan 7. Daw, jun, Southampton, Jan 28 at 12
 Rowe, Elizabeth Cudlip, Tavistock, Devon. Pet Jan 6. Edmonds. East Stonehouse, Jan 31 at noon

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 7, 1880.

Nicoll, Henry, Hatchett's Hotel, Dover st. Dec 24

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 7, 1880.

- Abrahams, Moses, Birmingham, Commission Agent. Jan 21 at 3 at offices of Southall and Co, Waterloo st, Birmingham
 Ashley, George, Birmingham, Grocer. Jan 17 at 3 at offices of Plant, Cannon st, Birmingham
 Bagnall, Edward, West Bromwich, Stafford, Licensed Victualler. Jan 19 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
 Baker, Thomas, Barton, Cambridge, Farmer. Jan 25 at 11 at offices of Wayman, Silver st, Cambridge
 Barclay, James, Manchester, Potato Salesman. Jan 21 at 3 at offices of Chew and Sons, Swan st, Manchester
 Barker, George, Carlisle, Saw Maker. Jan 24 at 3 at offices of Wannop, Scotch st, Carlisle
 Barnfield, Philip Edwin, Birmingham, Stone Mason. Jan 20 at 11 at offices of Stokes, Bennett's hill, Birmingham
 Batty, Charles, and William Eldridge, Dugannon ter, Builders. Jan 18 at 2 at Inns of Court Hotel, High Holborn. Cayley, Jeremy st
 Belcher, William Henry, Gloucester, out of business. Jan 14 at 11.30 at offices of Henderson, Berkeley st, Gloucester
 Bender, Henry, Scarborough, York, Proprietor of Medicated Baths. Jan 26 at 3 at offices of Welburn, Huntias row, Scarborough
 Blackburn, John, Leeds, Painter. Jan 24 at 11 at offices of Tennant and Barrett, Albion st, Leeds
 Breslaur, Louis, Great St Helens, Shipowner. Jan 17 at 12 at offices of Palmer and Co, Railway Approach, London bridge. Grueber, Crosby sq, Bishopgate st
 Briggs, James, Wyke, nr Bradford, York, Farmer. Jan 21 at 11 at offices of Lancaster and Wright, Manor row, Bradford
 Brook, William Bobby, Rushmore rd, Clapton Park, Cigar Dealer. Jan 16 at 12 at the Mason's Hall Tavern, Mason's avenue, Basinghall st. Fulcher, Horton rd, Hackney
 Brownhill, Rowland William, Brickmaker, Walsall. Jan 20 at 11 at the George Hotel, Walsall. Wilkinson and Co
 Burslem, Charles Frederick, Cheddle, Chester, Picker Manufacturer. Jan 21 at 3 at offices of Lawson, Peter st, Manchester
 Carless, John, Walsall, Stafford, Provision Dealer. Jan 21 at 3 at 2, Bridge st, Walsall. Wright and Marshall, Birmingham
 Carter, Thomas, Oxford, Cabinet Maker. Jan 24 at 10 at offices of Druce, High st, Oxford
 Chambers, William, Frizinghall, nr Bradford, Builder. Jan 20 at 12 at offices of Beverley, Hustlergate, Bradford
 Chaplin, James William, Birmingham, Clerk. Jan 26 at 3 at offices of Fitter, Bennett's hill, Birmingham
 Chappell, Frederick Lloyd, Beer Retailer, St George, Gloucester. Jan 18 at 11 at offices of Andrews, Nicholas st, Bristol. Ayre, Bristol
 Chippendale, Needham, Ilkley, York, Plumber. Jan 21 at 11 at offices of Margerson, Swan arcade, Market st, Bradford
 Chew, Robert, Warrington, Lancaster, Hotel Proprietor. Jan 19 at 10.30 at the Patten Arms Hotel, Warrington. Harrison, Warrington
 Cleeton, Richard, Shrewsbury, Salop, Grocer. Jan 19 at 3 at offices of Walford, Waterloo st, Birmingham
 Clements, Robert, Leicester, Cricket Outfitter. Jan 28 at 3.30 at Guildhall Tavern, Gresham st. Wright, Leicester
 Crute, James, Watling st, Mantle Manufacturer. Jan 17 at 2 at the Guildhall Coffeehouse. Phelps and Co, Gresham st
 Cuning, John, Wyverstone, Suffolk, Farmer. Jan 31 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds
 Dancer, John Thomas, Barnsley, York, Grocer. Jan 19 at 4 at offices of Bideall, Chronicle chmbrs, Barnsley
 Denny, William Evans, Great St Helen's, Merchant. Jan 20 at 2 at offices of Parker and Co, Rectory House, St Michael's alley, Cornhill
 Dobson, George, Freshfield, nr Liverpool, Photographer. Jan 28 at 3 at Washington Temperance Hotel, Lime st, Liverpool. Nadin, Manchester
 Duddridge, James, St George, Gloucester, Bricklayer. Jan 18 at 12 at offices of Ayres, Nicholas st, Bristol
 Dye, William Samuel, Woodcote ter, Forest hill, Grocer. Jan 24 at 2 at offices of Pannell and Cartwright, Basinghall st. Harrison, Pancras lane, Queen st
 Edwards, William, Exeter, Hat Manufacturer, Jan 19 at 11 at Craven Hotel, Craven st, Strand. Gidley, Exeter
 Eltringham, Matthew Dunn, Newcastle-upon-Tyne, Beerhouse Keeper. Jan 20 at 11 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne
 Finch, Robert George, Puriland rd, South Norwood, Greengrocer. Jan 20 at 2 at offices of Armstrong, Chancery lane
 Floquet, Nicholas Paulin, Basinghall st, Glove Merchant. Jan 19 at 3 at offices of Gresham and Davies, Basinghall st
 Gibson, Solomon, Preston, Lancaster, Plumber. Jan 19 at 3 at offices of Ambler, Cannon st, Preston
 Goddard, Walter, Upwell, Cambridge, Farmer. Jan 27 at 1 at Public Hall, Upper Hill st, Wisbech
 Gray, Benjamin, Leicester, Cabinet Maker. Jan 21 at 3 at offices of Loseby and Battiscombe, Market pl, Leicester
 Grove, Thomas, Tenbury, Worcester, Gentleman. Jan 20 at 2.30 at Corn Exchange Hall, Tenbury. Norris and Miles, Tenbury
 Grummitt, William Cotton, Burton Coggles, Lincoln, Farmer. Jan 20 at 11 at offices of Manners and Schofield, London rd, Grantham
 Hanson, Cornelius, Doncaster, York, Earthenware Dealer. Jan 23 at 12 at offices of Matthew, Scot lane, Doncaster
 Harbidge, Robert, Birmingham, Provision Dealer. Jan 18 at 3 at offices of Jaques, Temple row, Birmingham
 Harrington, Arthur, Halstead, Greengrocer. Jan 24 at 11 at offices of Cardinall, Halstead
 Hewitt, Benjamin, Shadwell, near Leeds, Foreman Quarryman. Jan 20 at 3 at offices of Ferns, Bank st, Leeds

- Hill, Henry Frederick, Derby, late Grocer. Jan 20 at 3 at offices of Briggs, Amen alley, Derby
- Holmes, Thomas Marshall Faulkner, Aston, near Birmingham, Packing Box Maker. Jan 20 at 3 at offices of Fallows, Cherry st, Birmingham
- Isaac, Mary Picarella, and Josephine Charlotte Lourtie, North Audley st, Grosvenor sq, Boot and Shoe Makers. Jan 21 at 2 at offices of Rooke and Sons, Lincoln's inn Fields
- James, Evans, Trecoth, Rhonda Valley, Glamorgan, Grocer. Jan 20 at 12 at offices of Morgan, Mill st, Pontypridd
- King, Alfred Richard, Blackthorn, Oxford, Miller. Jan 21 at 3 at White Hart Commercial Inn, Corn Market st, Oxford. Evans and Peacock, John st, Bedford row
- Lindsay, William Piggott, Grenville Lodge, Hornsey Rise, Retailer of Wines. Jan 25 at 3 at offices of Miles and Co, Bedford row
- Linthwaite, Thomas, Nottingham, out of business. Jan 20 at 12 at offices of Brittle, St. Peter's chambers, St. Peter's gate, Nottingham
- Marley, Thomas, Shenfield, Essex, Builder. Jan 24 at 11 at offices of Farnell and Co, Basinghall st. Brown, Basinghall st
- Masters, Thomas, Dorset, Farmer. Jan 20 at 11 at Antelope Hotel, Dorchester. Hanne, Weymouth
- McNally, Michael, Consett, Durham, Beerhouse Keeper. Jan 19 at 11 at Alexandra Hotel, Clayton st, Newcastle-upon-Tyne. Welford, Jun, Consett
- Medworth, Richard Hipwell, Leicester, Hosier. Jan 31 at 3 at offices of Hincks, Bowling green st, Leicester
- Mills, Henry Lovick, Leeds, Grocer. Jan 20 at 3 at offices of Walker, South parade, Leeds
- Mitchell, John, South st, Enfield, Market Gardener. Jan 20 at 2 at offices of Rignell, Silver st, Enfield
- Moon, David, Denmark terrace, Wimbledon, Linen Draper. Jan 27 at 2 at offices of Copp, Essex st, Strand
- Morley, William, and John Edwin Morley, Ryhall, Rutland, Farmers. Jan 26 at 3 at offices of Stapleton, St Paul's st, Stamford
- Morris, John, and David Morris, Llantrisant, Glamorgan, Colliery Proprietors. Jan 19 at 3 at Royal Hotel, Cardiff. Morgan, Pontypridd
- Munslow, Reuben, Droitwich, Worcester, Veterinary Surgeon. Jan 20 at 11 at offices of Tree and Son, High st, Worcester
- Nixon, Henry, New Sleaford, Lincoln, Impkeeper. Jan 20 at 11 at Old White Hart Hotel, New Sleaford. Foster and Co
- Page, Reuben, Aston, r Birmingham, Builder. Jan 19 at 3 at offices of Jaques, Temple row, Birmingham
- Palmer, Edward Henry, Belisle rd, Finchley rd, Barrister-at-Law. Jan 21 at 11.30 at Law Institution, Chancery lane. Beaumont and Warren, Chancery lane
- Parker, Mark, Mildenhall, Suffolk, Market Gardener. Jan 24 at 12 at Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds
- Peters, George, Little Stanbridge, nr Rochford, Essex, Farmer. Jan 26 at 11 at offices of Lloyd, Finsbury chmbrs, London Wall
- Pulling, Godfrey George, Newtown, Chester, Beer Seller. Jan 20 at 11 at offices of Mason, Bridge st row, East
- Ratcliffe, Frederick, Chester, Boot and Shoe Dealer. Jan 14 at 3 at offices of Simpson and Hockin, Mount st, Manchester
- Raynor, John, Melham, nr Huddersfield, Shopkeeper. Jan 19 at 11 at offices of Ramsden and Co, John William st, Huddersfield
- Rice, Richard John, Norwich, Coach Builder. Jan 17 at 12 at Prince of Wales' Feathers, St Lawrence
- Ringham, Walter, Manchester, Bedding Manufacturer. Jan 21 at 3 at offices of Sutton and Elliott, Fountain st
- Rodger, Wesley Allan, Woolston, nr Southampton, Presbyterian Minister. Jan 26 at 3 at offices of Stocken and Jupp, Lime st
- Scurfield, John, Tetradayford, Glamorgan, Grocer. Jan 21 at 3 at offices of Davies, Mill st, Pontypridd
- Seitz, Christian, Brook st, Ratcliffe, Pork, Butcher. Jan 17 at 10.15 at Bromley st, Commercial-road East. Hicks, Victoria-park-road
- Slater, Edward and William Slater, West st, Hackney, Boot and Shoe Manufacturers. Jan 13 at 3 at offices of Biggen'en, Well st, Hackney
- Southall, John, Birmingham, Fruiterer. Jan 19 at 3 at offices of Fallows, Cherry st, Birmingham
- Stott, James, Huddersfield, Paper Manufacturer. Jan 20 at 3 at offices of Sykes and Son, Market st, Huddersfield
- Strickland, Charles, Thorne, York, Gent. Jan 19 at 3 at offices of Watson, Great George st, Leeds
- Sutton, Henry, Harley mews North, Harley st at 3 at offices of Tidy, Backville st, Piccadilly
- Tanner, James George, Brook st, Ratcliffe, Licensed Victualler. Jan 15 at 10.30 at offices of Hicks, Bromley st, Commercial rd
- Taylor, James, Leeds, Iron Moulder. Jan 20 at 10.30 at offices of Wells, Cookridge st, Leeds
- Taylor, Samuel, Glastonbury, Somerset, Baker. Jan 25 at 12 at offices of Bath, Chilwell st, Glastonbury
- Thomas, Philomen, Cardiff, Bookseller. Jan 20 at 11 at offices of Morgan and Scott, High st, Cardiff
- Tucker, William Alfred, Plumstead, Kent, retired from business. Jan 17 at 1 at offices of Peake, Brewer st, Woolwich
- Tucker, William Taylor, Lintonhorn, Cornwall, Farmer. Jan 19 at 11 at offices of Nicolls and Blight, Callington
- Varley, William, Colton, York. Jan 19 at 2 at offices of Brearey, Museum st, York
- Walker, John, Drighlington, York, Farmer. Jan 26 at 11 at offices of Terry and Co, Market st, Bradford
- Walton, Richard, Markfield, Leicester, Farmer. Jan 26 at 1 at offices of Hunter and Curtis, Halford st, Leicester
- Weaver, Alfred Edward, Liverpool, Provision Dealer. Jan 19 at 3 at offices of Roose and Price, North John st, Liverpool. Quinn and Son, Liverpool
- Weavers, Robert, Kenninghall, Norfolk, Farmer. Jan 21 at 12 at Crown Inn, Diss, Lynn, Harleston
- Wesley, James, Withnell, Labourer. Jan 21 at 3 at offices of Holland Northgate, Blackburn
- White, Frederick James, and Thomas Dredgo White, Southsea, Hants, Builders. Jan 21 at 3 at the Sussex Hotel, Commercial rd, Landport. Walker and Waincock, Landport
- White, Joseph, Bradford, York, Worsted Spinner. Jan 20 at 11 at offices of Killick and Co, Commercial Bank bldgs, Bradford
- White, William George, Sled, nr Stroud, Gloucester, out of business. Jan 27 at 3.30 at the Railway inn, Stroud. Henderson, Gloucester
- Whitehead, Edward Wallis, Chatteris, Cambridge, Butcher. Jan 19 at 3 at offices of Richardson, Chatteris. Richardson
- Whitehouse, Joseph, and Edward James Whitehouse, Bodfari, Flint, Ironfounders. Jan 24 at 11.30 at offices of Gold and Co, Denbigh
- Wickins, Frederick, Northampton, Grocer. Jan 18 at 11 at offices of Andrews, Market sq, Northampton
- Wilcock, Joseph, Leeds, Tea Merchant. Jan 19 at 3 at the London Tavern, Mark lane. Simpson and Burrell, Leeds
- Wood, John, Lydd, Kent, Farmer. Jan 24 at 2 at the George Hotel, Rye. Bannan, New Romney

TUESDAY, Jan. 11, 1881.

- Amor, George, Reading, Berks, Beerseller. Jan 25 at 11 at the Forbury, Reading. Luck
- Archbell, James, Heckmondwike, York, Innkeeper. Jan 21 at 3 at offices of Sykes, Heckmondwike
- Ashmore, Charles, Birmingham, Brick and Tile Dealer. Jan 24 at 11 at offices of Parr and Hayes, Colmore row, Birmingham
- Ayling, Henry, Petworth, Sussex, Saddler. Jan 26 at 2 at Cannon st Hotel. Daintrey and Co, Petworth
- Baldwin, John, Burnley, Lancashire, Fancy Goods Dealer, Feb 3 at 2 at Bull Hotel, Burnley. Nowell, Burnley
- Barnard, William, Great Ellingham, Norfolk, Farmer. Jan 25 at 11.30 at offices of Chillock and Woods, Bank st, Norwich
- Beck, Abraham, and William Beck, West End Farm, Northolt, Farmers. Jan 25 at 12 at the Chequers Hotel, Uxbridge. Hodgson
- Bedford, Daniel, Sydney st, Goswell rd, Harmonium Maker. Jan 26 at 3 at offices of Noon and Clarke, Blomfield st
- Bissell, John Naylor, Wigton, Cumberland, School Master. Jan 24 at 11.30 at offices of Carrick and Son, Wigton
- Bond, James William, Bensham grove, New Thornton Heath, Oil and Colour Man. Jan 21 at 3 at 40, Southampton bldgs, Holborn, Cooper
- Boulton, Joseph, jun, Southwark Market, Fruit Salesman. Jan 19 at 3 at offices of Notou, Lombard st
- Bromly, Thomas Houlding, Colchester, Machinist. Jan 25 at 12 at offices of Prior, Head st, Colchester
- Brown, James Henry, Colchester, General Dealer. Jan 24 at 3 at offices of Prior, Head st, Colchester
- Brown, Reuben William, Leicester, Builder. Jan 21 at 12 at offices of Burgess and Williams, Berridge st, Leicester
- Bullimore, Robert, Nottingham, Dyers. Jan 19 at 3 at offices of Belk, Middle pavement, Nottingham
- Burden, Edmund, New Park rd, Brixton hill, Tobacconist. Jan 29 at 1 at offices of Fulton, Long acre
- Cambers, Benjamin, Leicester, Baker. Jan 25 at 3 at offices of Wright, Belvoir st
- Chapman, Thomas, Bishop Auckland, Durham, Innkeeper. Jan 24 at 11 at offices of Proud, Market pl, Bishop Auckland
- Church, Albert Thomas John, New Swindon, Wilts, out of business. Jan 27 at 3 at offices of Boodle, Albion bldgs, New Swindon
- Clarke, John, Fenton, Stafford, Beerseller. Jan 24 at 11 at offices of Clarke and Hawley, Church st, Longton
- Clegg, Myers, Elland nr Halifax, Cabinet Maker. Jan 24 at 11 at Creditors' Association, Crown st, Halifax
- Cory, George, Astcote, Northampton, Baker. Jan 27 at 3 at offices of Sheppard, Towcester
- Coulson, Thomas, Hilton, Huntingdon, Farmer. Jan 25 at 2 at offices of Cranfield, Market Hill, St Ives
- Coy, Charles, Nottingham, Wine Merchant. Jan 26 at 4 at offices of Acton, Victoria st, Nottingham
- Cumberland, Henry, jun, Edgborough, Picture Frame Manufacturer. Jan 21 at 3 at offices of Jaques, Temple row, Birmingham
- Darwin, Henry, Birmingham, out of business. Jan 21 at 3 at offices of Parry, Colmore row, Birmingham
- Davis, Robert, Hockley, Essex, Farmer. Jan 24 at 1 at South Western Hotel, Gillingham. Watts, Yeovil
- Dodd, Matthew, Brampton, Cumberland, Chemist. Jan 20 at 3 at Scotch Arms Inn, Brampton. Forster, Brampton
- Douglas, John, Bloxwich, Stafford, Beerhouse Keeper. Jan 22 at 12 at offices of Forreth, Church st Oldbury
- Druce, Henry, Eastbourne, Sussex, Confectioner. Jan 25 at 12 at 2 Gresham buildings, Basinghall st. Lamb and Evett, Brighton
- Eastwood, James, Oldham, Lancashire, Cotton Waste Dealer. Jan 25 at 3 at Wheatsheaf Hotel, Fennel st, Manchester. Lawton, Manchester
- Eden, Robert Charles, Park place, Westminster, Hotel Keeper. Jan 25 at 12 at Guildhall Coffeehouse. Mowll, Dover
- English, Marianne, Leeds, Manufacturing Confectioner. Jan 21 at 1 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds
- Ferrington, Martha, Market pl, Stockwell, Linendraper. Jan 25 at 3 at offices of McDonald, Queen Victoria st. Piesse and Son, Old Jewry chambers
- Fidkin, Joseph, Aston New Town, juxta Birmingham, Builder. Jan 24 at 11 at offices of Powell and Browett, Ann st, Birmingham
- Fray, Edward James, Salford, Grocer. Jan 31 at 3 at offices of Woodall and Marriott, Norfolk st, Manchester
- Gibbes, Edwin John, Kennington rd, Lambeth, Grocer. Jan 28 at 3 at offices of Carr and Co, Root lane
- Gibbs, John, Great Yarmouth, Lugger Owner. Jan 25 at 11 at office of Cowl, Bridge Foot, Great Yarmouth
- Gosling, Joseph, Upland rd, Peckham Rye, Grocer. Jan 24 at 3 at Mullen's Hotel, Ironmonger lane, Cheapside. Wild and Co, Ironmonger lane
- Gosnold, George, Horfield, Gloucester, Boot Factor. Jan 21 at 2 at offices of Clifton and Carter, Broad st, Bristol
- Gosnell, William, Bugthorpe, York, Shoemaker. Jan 25 at 12 at office of Munby and Scott, Blake st, York
- Grindrod, Charles Frederick, Albion rd, Stoke Newington, Physician. Jan 26 at 1 at offices of Tanner, Circus pl, Finsbury circus
- Groner, Bernard, and Henry Brabyn, Redcross st, Fumiers. Jan 24 at 2 at offices of Wells, Paternoster row
- Haigh, Thomas Scargill, Aukers, York, Clerk to Local Board. Jan 25 at 11 at offices of Shirlay and Co, St George gate, Doncaster

Haines, Albert, Ernest, Hove, Sussex, Boot Salesman. Jan 25 at 3 at 13, New Bridge st. Maydwell, Brighton.

Hall, Joshua, and James Johnson, Moldgreen, Huddersfield, Painters. Jan 24 at 11 at offices of Milnes and Swift, New st, Huddersfield.

Hall, Richard, Leicester, Builder. Jan 25 (and not 19 as erroneously printed in last Gazette), at 3 at offices of Hincks, Bowling Green st, Leicester.

Hamilton, Robert, Gt Yarmouth, Licensed Victualler. Jan 27 at 11 at offices of Cowl, Bridge Foot, Gt Yarmouth.

Hammond, William, Barrow-in-Furness. Coal dealer. Jan 19 at 3 at Shelley's Arms Hotel, Fishergate, Preston. Sims, Barrow-in-Furness.

Handcock, George, Gateshead, Durham, Joiner. Jan 21 at 3 at offices of Sewell, Grey st, Newcastle-upon-Tyne.

Handley, Francis, Brighton, Residential Club Proprietor. Jan 27 at 3 at offices of Lamb and Evert, Ship st, Brighton.

Hattersley, Robert, Church Fenton, York, Blacksmith. Jan 25 at 3 at offices of Dale, Blake st, York.

Hazard, John, Lewis, Norfolk ter, Westbourne gr., Printer. Jan 25 at 11 at offices of Browne, Westbourne gr., Tiley, Abchurch rd.

Heaford, Ernest, Clement, Madeley, Salop, Grocer. Jan 24 at 3 at offices of Phillips and Co, Shifnal.

Hebeler, Henry, Tracey st, Kennington rd, Baker. Jan 25 at 2 at offices of Sydney and Son, Finsbury circus.

Hewlett, Edwin, Lawn pl, Shepherd's bush, Provision Merchant. Jan 26 at 2 at offices of Rouse, Bucklersbury.

Hipwell, Henry, Chalfont St Peter's, Bucks, out of business. Jan 26 at 1 at Chequers Hotel, Uxbridge.

Hobson, James, Preston, Lancashire, Wholesale Baker. Jan 25 at 3 at County Court, Winkley st, Preston. Spencer, Preston.

Hutchings, John, Hawkins, Lowestoft, Suffolk, Snack Owner. Jan 24 at 2 at offices of Nicholson, Old Nelson st, Lowestoft.

Jackson, William, Pete, Mold, Flint, of no occupation. Jan 25 at 2 at Queen's Hotel, Chester. Roberts, Mold.

Jarvis, William, Eye-lane, Peckham, Pork Butcher. Jan 24 at 3 at offices of Mayo, Kennington Park rd.

Johnson, Edwin, Fildern, Derby, Farmer. Jan 24 at 1 at offices of Fulton, Long-acre.

Jones, Charles, Barrow-in-Furness. Blast Furnaceman. Jan 18 at 11 at Trevelyan Temperance Hotel, Barrow-in-Furness. Sims, Barrow-in-Furness.

Jones, James, Wolverhampton, Lock Manufacturer. Jan 25 at 3 at offices of Willcock, Queen's Chambers, North st, Wolverhampton.

Knowles, Charles, Williams, Thorne, York, Chemist. Jan 25 at 2 a. Angel-inn, Doncaster. Hind and Everett, Goole.

Lacey, Thomas, James, Milkwood rd, Brixton, Furniture Dealer. Jan 19 at 2 at offices of Hope, Chancery lane.

Lawrance, Richard, Ibbotck, Leicester, News Agent. Jan 25 at 11 at offices of Fisher and Co, Ashby-de-la Zouch.

Lewis, John, Redditch, Worcester, Draper. Jan 25 at 3 at Great Western Hotel, Monmouth st, Birmingham. Simmons, Birmingham.

Lindsay, William, Piggett, Grenville Lodge, Hornsey Rise, Brewer. Jan 25 at 3 at offices of Smiles and Co, Bedford row.

Macfarlane, Donald, Morton Bagot, Warwick, Farmer. Jan 19 at 3 at Great Western Hotel, Colmore row, Birmingham. Glakyer, Birmingham.

Martin, Edward, and George Clay Fisher, Hanley, Stafford, China Dealers. Jan 18 at 11 at Queen's Hotel, Hanley. Ashmall, Hanley.

McAllice, John, Bridgnorth, Salop, Currier. Jan 27 at 3 at Swan Hotel, Bridgnorth. Haslewood, Bridgnorth.

Millington, James, Bole, Butcher. Jan 27 at 2 at offices of Davies, the Temple, Dale st, Liverpool.

Millwood, George John, Coningsby road, Ealing, Builder. Jan 25 at 3 at offices of Ives, King st West, Hammersmith.

Neale, William Buchanan, Mincing lane, Tea Merchant. Feb 1 at 2 at offices of Linklater and Co, Walbrook.

Nicholls, William, Rowley Regis, Stafford, Royalty Master. Jan 24 at 4 at offices of Warmington, Castle st, Dudley.

Nicholson, Thomas, Lamesley, Durham, Joiner. Jan 21 at 3 at offices of Moody, Clayton st West, Newcastle.

Nind, Benjamin, Beer lane, Great Tower st, Shipping Agent. Jan 24 at 11 at Mullen's Hotel, Ironmonger lane, Cheapside. White, Queen st, Cheapside.

Otway, William, Weston, Suffolk, Licensed Victualler. Jan 25 at 12.30 at Hall Quay chambers, Great Yarmouth. Dowsett, Beccles.

Palmer, John, Gorleston, Suffolk, Fishing Boat Owner. Jan 24 at 3 at offices of Cowl, Bridge Foot, Great Yarmouth.

Patrickson, John, Carlisle, Saddler. Jan 27 at 3 at offices of Wannop, Scotch st, Carlisle.

Pratt, William, Ipswich, Dancing Master. Jan 28 at 12 at offices of Pollard, St Lawrence st, Ipswich.

Pride, Edward, Handsworth, Stafford, Builder. Jan 18 at 3 at offices of Plant, Canon st, Birmingham.

Priestman, John, Manchester, Tailor. Jan 31 at 3 at offices of Simpson and Hockin, Mount st, Albert sq, Manchester.

Radcliffe, William Henry, Liverpool, Cattle Salesman. Jan 24 at 2 at offices of Banks and Kendal, North John st, Liverpool.

Ratcliffe, Eliza, Morden, Lancaster, Cotton Waste Spinner. Jan 26 at 3 at offices of March, Lord st, Rochdale.

Rees, David, Talygarreg, Cardigan, Licensed Victualler. Jan 23 at 12 at the Black Lion Hotel, New Quay. Jones, Aberystwith.

Ridge, Martin, Jarrow, Durham, Tailor. Jan 21 at 11 at offices of Moody, Clayton st, West, Newcastle on Tyne.

Robbins, Lewis, Commercial rd, Lambeth, Timber Merchant. Jan 27 at 2 at offices of Wells, Paternoster row.

Rountree, John, Middleton, York, Farmer. Jan 25 at 2 at offices of Waistell, Northallerton.

Serres, John Charles, Nottingham, Draper. Jan 24 at 3 at offices of Beck, Middle pavement, Nottingham.

Slater, Henry, Ashstead, Birmingham, out of business. Jan 22 at 10.30 at offices of East, Temple st, Birmingham.

Southey, Samuel James, Grimsdale, Cornwall, Butcher. Jan 25 at 13 at offices of Elworthy and Co, Courtenay st, Plymouth.

Stevenson, William, Worib, Sussex, Miller. Jan 21 at 2 at offices of Fearless and Beeching, Tunbridge Wells.

Surtees, Anthony, Monkwearmouth, Sunderland. Jan 25 at 11 at offices of Brown, Union st, Sunderland.

Swiffen, James, Sawry All Saints, Huntingdon, Farmer. Jan 31 at 12 at the Angel Hotel, Peterborough. Richardson and Son, Oundle.

Swindlehurst, Thomas, Preston, Lancashire, Roller Maker. Jan 24 at 3 at offices of Edelson, Winkley st, Preston.

Tolley, James, Aston-juxta-Birmingham, Clerk. Jan 21 at 12.30 at offices of Parry, Colmore row, Birmingham.

Towersey, George, Fairfax rd, South Hampstead, Dyers. Feb 3 at 4 at offices of York and Wharton, Conduit st, Bond st.

Tucker, William Holmes, Buckland, Dover, Carpenter. Jan 25 at 1.30 at Guildhall Coffee house. Mowll, Dover.

Tunstall, Henry Thomas, Newport, Monmouth, Hairdresser. Jan 24 at 12 at offices of Gibbs and Llewellyn, Bridge st, Newport.

Ullivero, Peter Thomas, Mellington, Liverpool, Licensed Victualler. Jan 24 at 3 at offices of Christian and Greenway, Harrington st, Liverpool.

Umpleby, Ralph Pety, Paisley Bridge, York, Farmer. Jan 24 at 12 at offices of Bateson and Hutchinson, Harrogate.

Verrall, Charles, Brighton, Auctioneer. Jan 20 at 3 at offices of Nye, North st, Brighton.

Ward, William Burley, Salford, Lancaster, Fish Salesman. Jan 28 at 11 at offices of Sampson, South King st, Manchester.

Warren, Alfred Charles, Ipswich, Grocer. Jan 24 at 12 at offices of Birkett and Bantoft, Princes st, Ipswich.

Warren, John Bosley, and George Harding Warren, Charles st, Bristol, out of business. Jan 26 at 2 at offices of Mosely, Clare st, Bristol.

Welch, Elizabeth, Middleborough, Tobacco Dealer. Jan 26 at 11 at offices of Thomas, Market-cross-chmrs, Stockton-on-Tees.

Wells, John Barrett, Seaham, Durham, Licensed Victualler. Jan 26 at 11.30 at offices of Wright, Tempest place, Seaham Harbour.

White, Frederick James, and Thomas Dredge White, Southsea, Hants, Builders. Jan 24 at 11 at the Sussex Hotel, Commercial rd, Landport. Walker and Waincoat.

Whitehead, William Richard, Deopham, Norfolk, Corn Merchant. Jan 25 at 3 at offices of Sadi and Linsay, Theatre st, Norwich.

Wilkinson, James, Huddersfield, Innkeeper. Jan 29 at 2 at the White Swan Hotel, Kirkgate, Huddersfield. Freeman, Huddersfield.

Williams, William Allfree, Birkenhead, Chester, Plumber. Jan 26 at 3 at offices of Thompson, Hamilton st, Birkenhead.

Wrightson, William, jun, Dover, Military Outfitter. Jan 25 at 3 at Guildhall Coffeehouse. Mowll, Dover.

Young, William, Stockinbridge, Gloucester, Innkeeper. Jan 24 at 12 at offices of Smith and Stafford, Bedford st, Stroud.

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